

PLANET INSURANCE COMPANY
MADISON, WISCONSINNAMED MINVEN GOLD CORP./BROHM MINING CORP.
INSURED P.O. Box 485
AND Deadwood, SD 57732
POST OFFICEFIRST PARTY POLLUTION CLEAN-UP
DECLARATIONS

THIS IS A CLAIMS-MADE POLICY--PLEASE READ CAREFULLY

POLICY NUMBER: NTD2509514

Item 1: NAMED INSURED MINVEN GOLD CORP./BROHM MINING CORP.
ADDRESS P.O. Box 485
Deadwood, SD 57732Item 2: POLICY PERIOD
FROM September 29, 1992 TO September 29, 1993
12:01 A.M. standard time at the address of the NAMED INSURED shown above.Item 3: LIMIT OF LIABILITY, up to \$286,000 each LOSS
\$286,000 Total for
all LOSSESItem 4: RETENTION \$50,000 each LOSSItem 5: COVERED LOCATION(S) Gilt Edge Mine
Deadwood, SDItem 6: POLICY PREMIUM \$50,000Item 7: EXTENDED DISCOVERY CLAUSE DATE September 29, 1992Broker: Marsh & McLennan, Inc.
One Norwest Center
1700 Lincoln Street, Suite 4900
Denver, CO 80203
Authorized Representative BL/sm 9/30/92

ENDORSEMENT #1

This endorsement, effective 12:01 a.m., September 29, 1992 forms a part of Policy No. NTD2509514 issued to MINVEN GOLD CORP./BROHM MINING CORP. by Planet Insurance Company.

It is hereby agreed upon that this policy does not apply to LOSS arising out of the following:

- 1) Radioactive Matter Exclusion: the actual, alleged or threatened exposure of person(s) or property to any radioactive matter except where specifically endorsed onto the policy.
- 2) Non-Owned Disposal Site Exclusion: from waste or materials transported via automobile, aircraft, watercraft or rolling stock beyond the boundaries of the covered locations identified in the Declarations.
- 3) Underground Tank and Underground Piping Exclusion: the presence or use of any underground tank or underground piping to or at the covered locations identified in the Declarations.
- 4) Absolute Asbestos Exclusion: the actual, alleged or threatened exposure to person(s) or property to any asbestos matter.
- 5) Superfund Exclusion: locations designated as being either proposed for or on the National Priorities List or on any state "Superfund" list unless specifically scheduled onto the policy by endorsement.

All other terms and conditions remain the same.


(Authorized Representative)

ENDORSEMENT #2

This endorsement, effective 12:01 a.m., September 29, 1992 forms a part of Policy No. NTD2509514 issued to MINVEN GOLD CORP./BROHM MINING CORP. by Planet Insurance Company.

It is hereby agreed upon that this policy will not apply to CLAIMS arising from the presence or required removal or abatement of lead paint.

All other terms and conditions remain the same.


(Authorized Representative)

ENDORSEMENT #3

This endorsement, effective 12:01 a.m., September 29, 1992 forms a part of Policy No. NTD2509514 issued to MINVEN GOLD CORP./BROHM MINING CORP. by Planet Insurance Company.

It is hereby agreed upon that the following entity is included as an Additional Insured, but solely as respects liability arising out of ownership, operation, maintenance or use of the locations covered under this policy.

ADDITIONAL INSURED

State of South Dakota

All other terms and conditions remain the same.



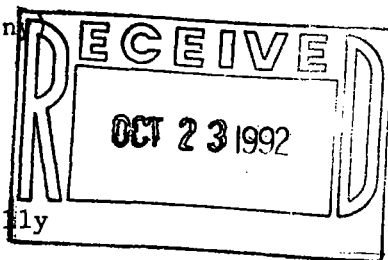
(Authorized Representative)

PLANET INSURANCE COMPANY
Sun Prairie, Wisconsin

(A Stock Insurance Company Herein Called the Company)

POLLUTION CLEAN-UP POLICY

This is a Claims-Made Policy -- Please Read Carefully



In consideration of the payment of premium, in reliance upon the statements in the declarations and application made a part hereof and subject to all the terms of this policy, the Company agrees with the NAMED INSURED as follows:

I. INSURING AGREEMENT

To indemnify the INSURED for CLEAN-UP COSTS, only, incurred by the INSURED as a result of CLAIMS first made against the INSURED and reported to the Company, in writing, during the POLICY PERIOD, or EXTENDED DISCOVERY PERIOD if applicable, for ENVIRONMENTAL DAMAGE on or at the location(s) designated in Item 5 of the Declarations.

II. DEFINITIONS

- A. INSURED means the NAMED INSURED and any director, officer, partner or employee thereof while acting within the scope of his/her duties as such.
- B. CLEAN-UP COSTS means expenses for the removal or neutralization of solid, liquid, gaseous or thermal contaminants, irritants or pollutants on or at the location(s) designated in Item 5 of the Declarations. CLEAN-UP COSTS do not include expenses associated with the defense of any administrative and/or legal proceeding of any kind.
- C. BODILY INJURY means bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death resulting therefrom.
- D. PROPERTY DAMAGE means:
 - 1. physical injury to or destruction of tangible property including the resulting loss of use thereof;
 - 2. loss of use of tangible property that has not been physically injured or destroyed.
- E. POLICY PERIOD means the period set forth in Item 2 of the Declarations, or any shorter period arising as a result of cancellation.
- F. ENVIRONMENTAL DAMAGE means the injurious presence in or upon land, the atmosphere, or body of water, of solid, liquid, gaseous or thermal contaminants, irritants or pollutants.
- G. NAMED INSURED means the person or entity designated as such in Item 1 of the Declarations.
- H. CLAIM means CLEAN-UP COSTS incurred by the insured in the discharge of a legal obligation validly imposed through governmental action which is initiated during the policy period because of ENVIRONMENTAL DAMAGE to which this insurance applies.

III. TERRITORY

This policy only applies to claims arising from ENVIRONMENTAL DAMAGE in the United States, its territories or possessions or Canada and made or brought in the United States, its territories or possessions or in Canada.

IV. EXCLUSIONS

This insurance does not apply to:

1. CLAIMS arising from ENVIRONMENTAL DAMAGE existing prior to the inception of this policy, if any officer, director, partner or other employee of the NAMED INSURED responsible for environmental affairs, control or compliance knew or could have reasonably foreseen that such ENVIRONMENTAL DAMAGE could have been expected to give rise to a claim;
2. CLAIMS seeking non-pecuniary relief, including but not limited to fines, penalties or exemplary damages;
3. CLAIMS seeking compensatory damages;
4. CLAIMS arising from the ownership or operation of any "offshore facility" as defined in the Outer Continental Shelf Lands Act Amendment of 1978 or the Clean Water Act of 1977 as amended in 1978, or any "deepwater port" as defined in the Deepwater Port Act of 1974, as amended, nor shall there be any coverage for liability resulting from emissions of drilling fluid, oil, gas, or other fluids from any oil, gas, mineral, water, or geothermal well of any nature whatsoever;
5. liability arising under any worker's compensation, unemployment compensation or disability benefits law or similar law;
6. liability arising from injury to any employee of the INSURED if such injury occurs during and in the course of said employment;
7. liability arising as a result of others assumed by the INSURED under any contract or agreement;
8. liability arising as a result of PROPERTY DAMAGE or BODILY INJURY;
9. CLAIMS arising out of the ownership, maintenance, use, operation, loading or unloading of any automobile, aircraft, watercraft or rolling stock; except when on or at the location(s) designated in Item 5 of the Declarations;
10. CLAIMS arising from ENVIRONMENTAL DAMAGE on or at the location(s) designated in Item 5 of the Declarations, once such location(s) are sold, leased, given away, abandoned or operational control has been relinquished;
11. A. Under any Liability Coverage, to CLEAN-UP COSTS
 1. with respect to which an INSURED under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

2. resulting from the HAZARDOUS PROPERTIES of NUCLEAR MATERIAL and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the INSURED is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Liability Coverage, to CLEAN-UP COSTS resulting from the HAZARDOUS PROPERTIES OF NUCLEAR MATERIAL, if
1. the NUCLEAR MATERIAL (a) is at any NUCLEAR FACILITY owned by, or operated by or on behalf of, an INSURED or (b) has been discharged or dispersed therefrom;
 2. the NUCLEAR MATERIAL is contained in SPENT FUEL or WASTE at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an INSURED; or
 3. the CLEAN-UP COSTS arising out of the furnishing by an INSURED of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any NUCLEAR FACILITY.
- C. As used in this exclusion:
- "HAZARDOUS PROPERTIES" including radioactive, toxic or explosive properties;
- "NUCLEAR MATERIAL" means SOURCE MATERIAL, SPECIAL NUCLEAR MATERIAL OR BYPRODUCT MATERIAL;
- "SOURCE MATERIAL", "SPECIAL NUCLEAR MATERIAL", AND "BYPRODUCT MATERIAL" have the meanings given them in the Atomic Energy Act of 1954 or in any law, amendatory thereof;
- "SPENT FUEL" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a NUCLEAR REACTOR;
- "WASTE" means any waste material (1) containing BYPRODUCT MATERIAL and (2) resulting from the operation by any person or organization of any NUCLEAR FACILITY included within the definition of NUCLEAR FACILITY under paragraph (a) or (b) thereof;
- "NUCLEAR FACILITY" means
1. any NUCLEAR REACTOR,
 2. any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium (2) processing or utilizing SPENT FUEL, or (3) handling, processing or packaging WASTE,
 3. any equipment or device used for the processing, fabricating or alloying of SPECIAL NUCLEAR MATERIAL if any time the total amount of such material in the custody of the INSURED at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

4. any structure, basin, excavation, premises or place prepared or used for the storage of disposal of WASTE,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"NUCLEAR REACTOR" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

12. CLAIMS arising from ENVIRONMENTAL DAMAGE based upon or attributable to the INSURED's intentional, willful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body;
13. arising from ENVIRONMENTAL DAMAGE based upon or attributable to acid rain conditions;
14. arising from any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion;
15. liability arising out of any monitoring, sampling, analyzing, or testing following the removal or neutralization of solid, liquid, gaseous or thermal contaminants, irritants or pollutants.
16. CLAIMS arising from ENVIRONMENTAL DAMAGE on or at location(s) other than those designated in Item 5 of the Declarations even if such ENVIRONMENTAL DAMAGE is emanating from a designated location(s).
17. any costs, charges, or expenses associated with the defense of any administrative and/or legal proceeding of any kind.

V. EXTENDED DISCOVERY PERIOD

The NAMED INSURED shall be entitled to an extension of this coverage on non-renewal or cancellation of the policy subject to the following terms and conditions:

1. Where cancellation or non-renewal is by the Company, the NAMED INSURED shall be entitled to purchase 12 months extension from the date of cancellation or expiration of the policy upon payment of an additional premium of not more than 200% of the premium shown in Item 6 of the Declarations.
2. Where cancellation or non-renewal is by the NAMED INSURED, the NAMED INSURED shall be entitled to purchase 12 months extension from the date of cancellation or expiration of the policy upon payment of an additional premium of not more than 200% of the premium shown in Item 6 of the Declarations.

The extension of coverage granted hereunder shall only apply as respects ENVIRONMENTAL DAMAGE existing as of or prior to the date of expiration or cancellation of this policy, and otherwise covered by this policy. It is a condition precedent to the operation of the rights granted under this clause that payment of the appropriate premium shall be made not later than ten days after expiration in the case of non-renewal or prior to cancellation in the case of cancellation.

For purposes of this clause the quotation of different terms and conditions by the Company shall not be construed as nonrenewal.

VI. LIMIT OF LIABILITY AND RETENTION

This policy is to pay 100% of CLEAN-UP COSTS in excess of the retention amount stated in Item 4 of the Declarations. The retention amount is to be borne by the INSURED and is not to be insured. All CLEAN-UP COSTS arising out of the same or related ENVIRONMENTAL DAMAGE at any one location shall be considered a single CLEAN-UP COSTS.

Subject to the foregoing, the Company's total liability for all CLEAN-UP COSTS from claims first made against the INSURED and reported in writing to the Company during the POLICY PERIOD and including the EXTENDED DISCOVERY PERIOD, if applicable, shall not exceed the limit of liability shown in Item 3 of the Declarations as applicable to the "Annual Aggregate".

VII. CLAIM PROVISIONS

1. In the event of a claim, immediate written or oral notice containing particulars sufficient to identify the INSURED and also reasonably obtainable information with respect to the time, place and circumstances thereof, shall be given by or for the INSURED to the Company or any of its authorized agents. In the event of oral notice, the INSURED agrees to furnish a written report as soon as possible. The INSURED shall immediately forward to the Company every demand, notice, summons, order, or other process received by the INSURED or the INSURED's representative.
2. The INSURED shall cooperate with the Company and upon the Company's request shall submit to examination and interrogation by a representative of the Company, under oath if required, and shall attend hearings, depositions and trials and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits, as well as in the purpose of investigation and/or defense, all without charge to the Company. The INSURED shall further cooperate with the Company and do whatever is necessary to secure and effect any rights of indemnity, contribution or apportionment which the INSURED may have. The INSURED shall not, except at his own costs, make any payment, admit any liability, settle any claims, assume any obligation or incur any expense without the written consent of the Company.
3. In the event of any ENVIRONMENTAL DAMAGE or knowledge of any circumstance not previously disclosed that might reasonably be expected to result in an ENVIRONMENTAL DAMAGE, the INSURED shall promptly take all reasonable steps to prevent injury or damage from arising out of the ENVIRONMENTAL DAMAGE or circumstances and notify the Company of such circumstances or preventive measures immediately.
4. No costs, charges or expenses shall be incurred without the Company's consent which shall not be unreasonably withheld. If the Company recommends a settlement of a claim :
 - a. for an amount within the retention and the INSURED refuses such settlement, the Company shall not be liable for CLEAN-UP COSTS in excess of the retention;
 - b. for a total amount in excess of the balance of the retention and the INSURED refuses to such settlement, the Company's liability for CLEAN-UP COSTS shall be limited to that portion of the recommended settlement and the costs, charges and expenses as of the INSURED's refusal which exceed the retention and fall within the Limit of Liability.

5. The Company shall have the right but not the duty to assume the adjustment of any claim. In case of exercise of this right, the INSURED, on demand of the Company, shall promptly reimburse the Company for any element of CLEAN-UP COSTS falling within the INSURED's retentions. The INSURED shall assist and cooperate with the Company.

VIII. CONDITIONS

1. INSPECTION AND AUDIT -- The Company shall be permitted but not obligated to inspect on a continuing basis the INSURED'S property or operations, at any time. Neither the Company's right to make inspections nor the actual undertaking thereof nor any report thereon shall constitute an undertaking, on behalf of the INSURED or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation.
2. CANCELLATION -- This policy may be cancelled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the NAMED INSURED at the address shown on this policy, written notice stating when not less than 30 days (10 days for non-payment of premium) thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery of such written notice either by the NAMED INSURED or by the Company shall be equivalent to mailing.

If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

3. DECLARATIONS -- By acceptance of this policy, the INSURED agrees that the statements in the declarations and application are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.
4. ACTION AGAINST COMPANY -- No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgement against the INSURED after actual trial or by written agreement of the INSURED, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgement or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the INSURED to determine the INSURED'S liability, nor shall the Company be impleaded by the INSURED or his legal representative. Bankruptcy or insolvency of the INSURED or of the INSURED'S estate shall not relieve the Company of any of its obligations hereunder.

5. ASSIGNMENT -- Assignment of interest under this policy shall not bind the Company until its consent is endorsed thereon.
6. SUBROGATION -- In the event of any payment under this policy, the Company shall be subrogated to all the INSURED'S rights of recovery therefor against any person or organization and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after loss to prejudice such rights.
7. CHANGES -- Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.
8. SOLE AGENT -- The INSURED first named in Item 1 of the declarations shall act on behalf of all INSUREDS for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or non-renewal, and the exercise of the rights provided in the EXTENDED DISCOVERY PERIOD clause.
9. OTHER INSURANCE -- Where other valid and collectable insurance is available to the NAMED INSURED for CLEAN-UP COSTS covered under the terms and conditions of the policy the Company's obligation to the INSURED is as follows:
 - a. This insurance shall apply as excess insurance over any other valid and collectable insurance be it primary or excess.
 - b. Where this insurance is excess over other valid and collectable insurance, the Company will pay only its share of the amount of CLEAN-UP COSTS, if any, that exceeds the total amount that all such other insurance will pay for the CLEAN-UP COSTS in the absence of this insurance.
10. CHOICE OF LAW - In the event that the INSURED and the Company dispute the meaning, interpretation or operation of any term, condition, definition or provision of this policy resulting in litigation, arbitration or other form of dispute resolution, the INSURED and the Company agree that the law of the State of New York shall apply and that all litigation, arbitration or other form of dispute resolution shall take place in New York. In the event the INSURED and the Company agree to resolve their dispute by arbitration any such arbitration shall be in accordance with the commercial arbitration rules of the American Arbitration Association.

IN WITNESS WHEREOF the Company has caused this policy to be signed by its president and secretary and countersigned on the declarations page by a duly authorized agent of the Company.

Linda C. Kohn

Secretary

Robert M. Dunt

President



MinVen Gold Corporation

TELEFAX

DATE: 10/26/92
TO: Jim BARROD
FAX NO: () -
FROM: J. C. SOWERS
PAGES: 1 OF 8 (INCLUDING THIS COVER PAGE)

REGARDING: FINANCIAL ASSURANCE BOND

MESSAGE: HERE IS THE POLICY ITSELF.

PLEASE CALL (303) 980-5615 IF YOU HAVE ANY PROBLEMS RECEIVING

***** -JOURNAL- ***** DATE OCT-26-1992 ***** TIME 10:19 *****

DATE/TIME = OCT-26 10:13

JOURNAL NO. = 01

COMM.RESULT = OK

PAGES = 008

FILE NO. =

DURATION = 00:05'55

MODE = XMT

STATION NAME =

TELEPHONE NO. = T 16055781709

RECEIVED ID = 0

RESOLUTION = STANDARD

***** -MINVEN GOLD CORP- ***** -

- *****

PLANET INSURANCE COMPANY

Sun Prairie, Wisconsin

APPLICATION FOR POLLUTION CLEAN-UP COVERAGE

(Include 10K report, annual report, and flow chart of process if available.)

This is an application for a CLAIMS MADE Policy

1) NAMED INSURED: (Include All Subsidiary Companies to be Covered) _____

Brohm Mining Corporation

EPA IDENTIFICATION NUMBER(S): DNA

POST OFFICE ADDRESS: P.O. Box 485, Deadwood, SD 57732

LOCATIONS TO BE COVERED: Gilt Edge Mine

2) NAMED INSURED IS:

☒ Partnership ☐ Corporation ☐ Joint Venture ☐ Other

3) HOW LONG HAS THE NAMED INSURED BEEN IN BUSINESS? Five Years

4) SALES:

A) ESTIMATED (Ensuing Year): ^{27,000} 24,000 Ounces of Gold

B) LAST 5 YEARS: 1991 1990 1989 1988 1987
Ounces: 30,302 33,133 17,160 6,660 0

5) COMPANY PROFILE AND ENVIRONMENTAL AFFAIRS MANAGEMENT

- A) Outline the site history including any previous uses of the site and by whom:** Open pit heap leach gold and silver mine. Start up in 1987.

Gold and silver recovery by Merrill-Crowe system. Historic underground mining and associated milling occurred from late 1800's to late 1930's.

- B) Briefly describe the operations conducted at the facility, including raw materials and by-products:** Ore/waste rock is produced from mine by surface

mining method. Waste rock is delivered to modified valley-fill repository.

Ore is crushed to 1" size and carried to triple-lined (clay,fml,fml) leach pad. A diluted cyanide solution is applied to ore. Dilute cyanide solution is piped to plant where gold/silver is recovered.

- C) Give details on any claims or lawsuits against the company, including outcome when applicable:** No lawsuits have been filed against Brohm Mining Corporation,

however the technical information project of Rapid City, SD is threatening legal action if Brohm Mining Corporation does not obtain a traditional NPDES permit from the EPA. Brohm and its legal counsel have been in contact with EPA, and it appears the lawsuit may not come to pass.

- D) Describe the Management Organization and identify those managers with environmental responsibility (attach organization chart if available):** _____

See attached organizational chart

E) Briefly describe any employee training classes held: Employees trained in accordance with 30CFR part 48. Additional training on an "as needed" basis conducted. Separate and unique one time training by vendors (DuPont, DeGussa, etc.)

F) Describe the company's interaction with local, state, and federal authorities: Company official is member of the County LEPC which has recently updated its emergency planning in accordance with "Sarah Title III". Company reports regularly to the County Planning and Zoning administration. Company officials work closely with South Dakota DENR on nearly a daily basis. Other than MSHA, company dealings with Federal agencies is on a sporadic basis.

6) OVERALL FACILITY OPERATIONS

A) Provide a description of the site, including adjacent properties and target populations (attach site plan) See attached site plan. Attachment III.

B) Identify nearby water sources, both surface and groundwater: _____
See attached site plan. Attachment III.

C) Are there any protected environments in the area (parks, wildlife preserves, etc.)? yes ☒ no

If yes, please describe: _____

D) Briefly describe the geology and hydrogeology of the area: _____

See Attachment III.

E) Identify any surface or groundwater uses in the area (drinking wells, etc.):

No domestic or commercial uses within 1 mile of property boundaries

F) Is public water and sewer available? yes X no

G) Outline the security measures at the facility, describe the facility access points, security system, posted areas: Facility is accessed via private access road through main gate located at Administration building operated by remote controllers. Access to property is through ancillary routes controlled by fences/locked gates. Ancillary access is primarily by abandoned logging trails. Facility product is under constant video, IR and motion detector type electronic surveillance. Security system is monitored at a remote central monitoring location.

H) List the safety programs presently in place: Employee training is in compliance with 30CFR part 48, additional training on "as-needed" basis supplied in-house or by applicable vendors i.e. DuPont, DeGussa, etc. An employee safety incentive program is in place.

I) Describe the fire safety systems in place: Portable fire extinguishers are located throughout facility as per regulatory requirements. Plant has dedicated fire-fighting system (standardized hoses, fittings and piping compatible with local fire department(s)). Also in place are dedicated fire suppression pumps, back up electrical system and 60,000 gallon water storage, in accordance with local zoning ordinances and NFPA recommendations.

J) Outline the emergency procedures used at the facility: A spill contingency plan is in place, updated yearly; facility personnel involved in LEPC. South Dakota Mining Association sponsors a Technical Advisory Committee. Several employees have EMT status.

7) SOLID AND HAZARDOUS WASTE MANAGEMENT

A) Outline the sources of solid and hazardous waste: N/A

B) Describe the storage practices used: N/A

C) Describe the disposal methods used: N/A

D) Is there a manifest system in place (include a recent copy)? yes ☒ no

E) Identify any past storage or disposal practices at the site, including any inactive disposal areas: N/A

F) Is there a wastewater treatment unit on site? yes ☒ no

If yes, identify:

1) What type of treatment?

2) Quantity per year

3) Discharge points for treated wastewater

G) Identify discharge points for wastewater and stormwater: Storm water
discharge points only. See attached site plan. Attachment IV.

H) Describe any lagoons, impoundments, or landfills on site: N/A

I) Is incineration done on site? yes X no

If yes, identify:

1) Emission Controls: _____

2) Air Monitoring procedures: _____

3) List permits and attach copies: _____

8) SPILL CONTAINMENT AND CONTINGENCY PLANNING

A) Are materials stored in drums? X yes no

If yes, identify:

1) Type of materials: See Attachment I. Hydrogen Peroxide, Descalent, Sodium Cyanide, Fluorospar, Carbon Dioxide, ANFO, Lead Nitrate Caustic Soda, Borax, Diatomaceous Earth, L.P. Gas, Zinc, Sulfuric Acid, Sodium Nitrate, Soda Ash, Lime.

2) Quantity of materials: Normal operational quantities.

3) Description of storage area: See Attachment I.

4) Inventory control (permitted amount): No permitted limits.

B) Tank Storage: See Attachment I.

<u>Tank No.</u>	<u>Material</u>	<u>Capacity</u>	<u>Age</u>	<u>A/G or U/G</u>	<u>Diked</u>
_____	Hydrogen	8,000 gal.	_____	_____	_____
1 & 2	Peroxide	10,000 gal.	3 yrs.	A/G	No
3 & 4	Liquid Propane	10-12,000 gal.	5 yrs.	A/G	No
_____	Diesel	10,000 gal. (unknown)	_____	A/G	Yes
_____	Gasoline	1,000 gal. (unknown)	_____	A/G	Yes
_____	Carbon Dioxide	8,000 gal. (unknown)	_____	A/G	No

C) Have any underground tanks or underground piping ever been present at the site? ____ yes X no

If yes, please explain: _____

D) Is a spill plan approved and on file (attach copy)? X yes ____ no
(See Attachment V)

9) OTHER CONCERNS

A) Is there any asbestos located anywhere on the site? ____ yes X no

If yes, identify: _____

B) Is there any PCB contaminated material anywhere on the site? ____ yes X no

If yes, identify: _____

10) ADDITIONAL INFORMATION

A) Please attach the latest monitoring results for facility effluent discharges, air emissions, landfills, or surface impoundments, including any groundwater data available. See Attachments VI & VII.

B) Please attach a schedule of all storage tanks including the following information: capacity, age, above or below ground, spill containment methods, contents, steel or fiberglass, type of inventory control, testing methods.

11) RECORD

- A) Have you during the last 5 years been prosecuted for contravention of any standard or law relating to the release from the location of a substance into sewers, rivers, air or onto land? ____ yes X no (Settled without going to court)

If yes, give details: _____

- B) Please describe any pollution claims during the last 5 years (if none, please so state): None

- C) At the time of signing this application, are you aware of any circumstances which may reasonably be expected to give rise to a claim under the policy?

____ yes X no

If yes, give details: _____

THE APPLICANT REPRESENTS THAT THE ABOVE STATEMENTS AND FACTS ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED.

* NOTICE TO NY APPLICANTS:

Any person who knowingly and with intent to defraud any Insurance Company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any false material thereto, commits a fraudulent insurance act, which is a crime.

COMPLETION OF THIS FORM DOES NOT BIND COVERAGE. APPLICANT'S ACCEPTANCE OF COMPANY'S QUOTATION IS REQUIRED PRIOR TO BINDING COVERAGE AND POLICY ISSUANCE. IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE POLICY.

Applicant: Brohm Mining Corp.
By: [Signature] (Title) Vice-President, Secretary Date: 9-2-92
Agent/Broker: Marsh & McLennan, Inc.
Address: 1700 Lincoln, Suite 4900 Denver CO 80203

If an order is received, the application is attached to the policy so it is necessary that all questions be answered in full.

IAS

id from which overburden has
rden, waste rock, mine spoil or
l mined which has no overbur-
nds.

sion (8), inserted "the following", and
"sand, gypsum, shale".

the Mine Permit.

permit had not expired for purpose of
ing the permit because of holder's fall-
gage in the extraction of minerals. In
stake Mining Co. (1991) 472 NW 2d

of Attorney General.

for development of pilot plant to test
of large-scale operations must be ob-
der this chapter, not chapter 45-6C,
No. 84-33.

ditional bond or surety not
any county or first or second
prehensive plan and zoning
governing mining operations
th applicable state laws or
municipality may not require
required by state law or
environment may not grant a
t has complied with all county
ed necessary county or city
ntially complied with the
or city permits but has not
y, the board of minerals and
conditioned upon the issuance
days of the date of the board's
county or first or second class
ing mining operations, any
or municipality with regard
red by the board of minerals
of a permit pursuant to this
ie issuance of all necessary

r a permit conditioned upon
s until the board of minerals
s writing that the required
he applicant.

ed the term "city" to "first class
," and "second class municipality"
i the term "town" to "third class
," Section 2 also substituted "mu-
or "city or town" if the class of the

MINED LAND RECLAMATION

45-6B-20.1

municipality was not specified. The code com-
mission has implemented this act in this sec-
tion.

Amendments.

The 1987 amendment rewrote this section.
For prior version, see parent volume.

Opinions of Attorney General.

A county can enforce compliance with recla-
mation standards without violating this sec-
tion by injunctive action to mandate the recla-

mation activities or criminal enforcement,
Opinion No. 86-04.

Any county requirement that a mining oper-
ator obtain a permit for a mining operation or
file a surety for a mining operation to ensure
compliance with the reclamation requirements
established by the county as part of its plan-
ning and zoning ordinance would directly con-
flict with this section and therefore be pre-
empted, Opinion No. 86-04.

45-6B-5. Application for permit for mining operation. Any person de-
siring to engage in a mining operation shall make written application to the
board of minerals and environment for a permit for each mining operation on
forms furnished by the board. The permit, if approved, shall authorize the
operator to engage in the mining operation on the affected lands described in
his application for the life of the mine. The application shall consist of:

- (1) One copy of the application pursuant to § 45-6B-6;
- (2) A reclamation plan pursuant to § 45-6B-7 submitted with the appli-
cation;
- (3) An accurate map of the affected lands pursuant to § 45-6B-10 submit-
ted with the application; and
- (4) The application fee pursuant to § 45-6B-14.
- (5) A post-closure plan for mine waste disposal facilities.

Source: SL 1982, ch 306, § 5; 1989, ch 306,
§ 52A.

Amendments.

The 1989 amendment added subdivision (5).

**45-6B-18. Amendment of permit and modifications of operating or
reclamation plans — Application fees.** At the request of the operator, the
board of minerals and environment may issue an amendment to the original
permit covering additional contiguous land or making minor modifications of
the terms and conditions of the operating or reclamation plans. An application
to amend a large scale permit shall include the application fee provided by
§ 45-6B-14. An application to amend a small scale permit shall include the
application fee provided by § 45-6B-55.

Source: SL 1982, ch 306, § 18; 1988, ch
360, § 1.

Amendments.

The 1988 amendment added the second and
third sentences.

**45-6B-20.1. Board may require additional proof of financial assur-
ance from certain operators — Content and amount — Factors for con-
sideration.** The board may require any operator whose mining operation
employs cyanide leaching or any other chemical or biological leaching process
to extract minerals from ore, in addition to the surety required by § 45-6B-20,
to file or deposit an additional proof of financial assurance with the board
before the issuance of the mining permit in such form as required by the
board. Such financial assurance may consist of insurance, cash, company net
worth or such other form of security as the board deems adequate to protect
the interests of the public. The board shall set the amount of such financial
assurance based on the cost of responding to and remediating accidental re-

45-6B-20.2

MINING, OIL AND GAS

leases of cyanide or other chemical or biological leaching agents to the environment. In determining the assurance amount for responding to and remediating accidental releases, the board shall consider such factors as the distance to surface water and groundwater resources and their beneficial use classification, the financial and technical capability of the operator to respond to accidental releases, the type and amount of leaching agents to be used by the operator, contingencies and safeguards built into the operating and reclamation plans to lessen the likelihood of accidental releases, and any other site-specific factor related to protection of public health and safety or the environment. The amount of the financial assurance shall be at least equivalent to twenty-five thousand dollars but not more than five hundred thousand dollars. Any operator whose proof of financial assurance is based on company net worth must report to the board yearly the status of the company's net worth.

Source: SL 1989, ch 306, § 50.

45-6B-20.2. Time for filing under § 45-6B-20.1. The operator of any existing mining operation that employs cyanide leaching or any other chemical or biological leaching process to extract minerals from ore shall, if required by the board, file or deposit the proof of financial assurance with the board pursuant to § 45-6B-20.1 within one hundred twenty days of the order of the board.

Source: SL 1989, ch 306, § 51.

45-6B-23. Cash or securities in lieu of surety. In lieu of the required surety, the operator may deposit cash or government securities with the board of minerals and environment in an amount equal to that of the required surety on the conditions prescribed in § 45-6B-24.

Source: SL 1982, ch 305, § 23; 1987, ch 323, § 1.

Amendments.

The 1987 amendment deleted the second and third sentences which formerly read: "In the discretion of the board, surety requirements may also be fulfilled by using other lands,

property or existing reclaimed areas if owned by the operator in excess of cumulative acres that have been reclaimed under the provisions of this chapter and approved by the board. The board shall file a lien upon any real property accepted as surety pursuant to this section."

45-6B-30. Hearing on application — Time extension — Notice — Time for decision. Upon receipt of an application for a mining operation permit and all fees due from the applicant, the board of minerals and environment shall set a date for the hearing on such application not more than ninety days after the date of filing. However, the board, on request of the applicant, may extend this time limit as reasonably necessary to allow the preparation of a socioeconomic impact study required under § 45-6B-33.1 or for any other reason, except that any time extension exceeding forty-five days shall require the applicant to republish the notice prescribed by § 45-6B-16. If the department determines additional time is needed to review the technical contents of a large scale mining operation permit application, the department and the applicant may negotiate a time extension, not to exceed forty-five days. If the department and applicant are unable to reach agreement on an extension, the

board shall de of any such h filing a protest tion pursuant location of the the proposed n ately prior to t 1-26. A final c twenty days of which case the ing. In the ever on the affected may reasonabl

Source: SL 19 320, § 3; 1988, ch

Amendments.

The 1987 amend sentence; and delet "pursuant to chapt fourth sentence.

The 1988 amend cant" for "operator"

45-6B-33. U sued for a minin the following co

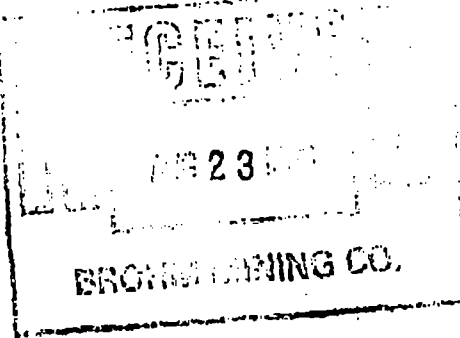
- (1) Reclama chapter
- (2) Substan or wate
- (3) The land that is § 45-6B
- (4) The prop long-ran watersh areas;
- (5) The biolo jeopardiz the area
- (6) The boar the prop acts of

Source: SL 1982, 320, § 1; 1989, ch 38

Amendments.

The 1987 amendme and made minor chan style.

The 1989 amendmen



DE
JUL
SIC
PERS

20 August 1993

Rod MacLeod, General Superintendent
Brohm Mining Corp.
P.O. Box 485
Deadwood, South Dakota 57732

Post-It™ brand fax transmission form

To	J.C. + Rob
Co.	MINNEN
Dept.	
Fax	(303) 578

Re: 1993 Financial Assurance Update for the Gilt Edge Mine

Dear Mr. MacLeod:

On May 21, 1992 the Board of Minerals and Environment in accordance with SDCL 45-6B-20.1 set a financial assurance amount of \$286,000 for the Gilt Edge Mine. On January 20, 1993 the Board accepted corporate surety no. NTD2509514 in the amount of \$286,000 (less \$0,000 deductible) with Planet Insurance Company, and a certificate of deposit no. 0261 in the amount of \$50,000 with First Western Bank, Deadwood, as financial assurance for the Gilt Edge Mine. The corporate surety will expire on September 29, 1993.

In order to comply with financial assurance requirements, Brohm Mining will need to submit to this Department a new corporate surety or another type of bonding mechanism acceptable to the Board. Please notify this office if you are considering another type of financial assurance and we can discuss any special requirements.

The Department has also recalculated the financial assurance amount to account for inflation based on the construction cost index (CCI). At the time the original amount was calculated the CCI was 4883.70. The CCI on August 16, 1993 was 5229.94 which represents an increase of approximately seven per cent (7%). The financial assurance would increase to \$306,000.

The Department would like to bring this financial assurance matter before the Board at their next meeting on September 15 and 16, 1993 in Pierre. Please submit the \$306,000 financial assurance before September 15. At this time we plan on handling this financial assurance item with the other routine mining issues. No special hearing is planned.

If you have any questions regarding this matter, please feel free to contact our Office.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michael Cepak".

Michael Cepak
Natural Resources Engineer
Office of Minerals and Mining

MINVEN GOLD CORPORATION

December 9, 1992

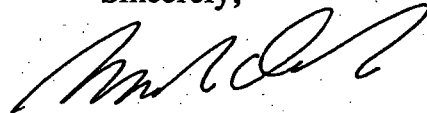
Ms. Roxanne Giedd
Office of Attorney General
State of South Dakota
State Capitol
500 East Capitol
Pierre, SD 57501

Dear Ms. Giedd:

Per our discussion, please find enclosed a copy of the full insurance document regarding Brohm's pollution insurance.

If you have any questions, please feel free to contact me.

Sincerely,



Martin Quick
Vice President, Operations

MQ:sg
Enclosure


Per TK from Jimmy Hill @ m/m 10/16/92

Bonding type deal on \$50K

Purchase & post a \$50K CD payable
to the State.

Get the inquiries made.



DATE: OCTOBER 8, 1992
TO: JC SOWERS
FROM: JIM BARRON 
SUBJECT: FINANCIAL ASSURANCE (F.A.) FOR GILT EDGE

I have been made aware that you are now handling the F.A. matter in Denver. If this is true, please be aware of the following...

Specified coverage must be for a minimum of \$286,000.00 (US), in contrast to the amount shown in the MinVen August report to the Board.

Finalized coverage must be ready to present to the South Dakota Board of Minerals and Environment (B.M.E.) by November 13, 1992.

However, it is important to note that the Department of Environment and Natural Resources (D.E.N.R.) must first review this coverage in order to make its recommendation to the B.M.E. This review period is anticipated to be approximately two (2) weeks. Therefore, please supply to me complete coverage documentation no later than October 30, 1992 so we may distribute this documentation to the appropriate parties for evaluation.

/vhc

cc: Martin Quick

ACORD**CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY)

10/1/92

PRODUCER

Marsh & McLennan, Incorporated
1700 Lincoln Street, Suite 4900
Denver, CO 80203

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE
DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE
POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
LETTER **A** Planet Insurance Company

COMPANY
LETTER **B**

COMPANY
LETTER **C**

COMPANY
LETTER **D**

COMPANY
LETTER **E**

INSURED

BROHM MINING CORPORATION
P.O. Box 485
Deadwood, South Dakota 57732

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				BODILY INJURY OCC. \$ BODILY INJURY AGG. \$ PROPERTY DAMAGE OCC. \$ PROPERTY DAMAGE AGG. \$ BI & PD COMBINED OCC. \$ BI & PD COMBINED AGG. \$ PERSONAL INJURY AGG. \$
	<input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES/OPERATIONS <input type="checkbox"/> UNDERGROUND <input type="checkbox"/> EXPLOSION & COLLAPSE HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPER. <input type="checkbox"/> CONTRACTUAL <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> PERSONAL INJURY				
	AUTOMOBILE LIABILITY				BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE \$ BODILY INJURY & PROPERTY DAMAGE COMBINED \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS (Priv. Pass.) <input type="checkbox"/> ALL OWNED AUTOS (Other Than Priv. Pass.) <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				
	EXCESS LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$
OTHER	A First Party "Claims-Made"	NTD2509514	9/29/92	9/29/93	286,000 Per Claim 286,000 Total All Claims \$ 50,000 SIR
DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, SPECIAL RISKS Pollution Clean-up Retro Date 9/29/92					

Certificate Holder is named as an Additional Insured.

CERTIFICATE HOLDER

State of South Dakota
Department of Environment and
Natural Resources
523 Each Capitol
Pierre, South Dakota 57501-3181

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE INSURING COMPANY WILL ENDEAVOR TO
MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE
LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR
LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Shirley R. Helt

Marsh & McLennan, Incorporated
One United Bank Center
1700 Lincoln Street, Suite 4900
Denver, Colorado 80203-4549
Telephone 303 861 7111
FAX 303 861 8123

MARSH &
MCLENNAN

September 11, 1992

Mr. Martin Quick
MinVen Gold Corporation
7596 W. Jewell Ave., Suite 303
Lakewood, CO 80232

Re: Brohm Mining Company
State of South Dakota

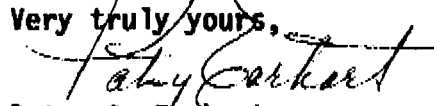
Dear Mr. Quick:

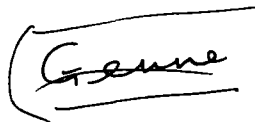
[E.C.S.]

This letter is to advise that after a conference call on September 10, with the underwriter at ECS, they have agreed to review your insurance needs and will, in all probability, provide a quotation early next week. This delay is due to the traveling of the underwriters supervisor.

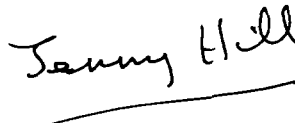
We have been advised that they intend to review the necessary pollution requirements that are being requested by the state of South Dakota. Our office will be in contact with the underwriter on Monday, the 14th, and will advise both you and your corporate office.

Very truly yours,


Patsy J. Earhart
Account Executive



cc: Jim Price - MMI
Robert Gilmore - MinVen



TELECOMMUNICATIONS COVER PAGE

MARSH & McLENNAN, INCORPORATED
One Norwest Center
1700 Lincoln Street, Suite 4900
Denver, Colorado 80203

EQUIPMENT/PHONE NUMBERS:
Purch Fax MV 300 (303) 861-8123
(24 Hours)
Telephone (303) 861-7111

URGENT

ROUTINE

DATE 10-1-92 TIME 2:41 NUMBER OF PAGES INCLUDING COVER 2TO: NAME: Patty BrucknerFIRM: State of South Dakota DEPT: _____CITY: _____ FAX #: 605-773-6035FROM: NAME: Jenny HillRE: Brohm Mining Corp

Attached is the Certificate which reflects the coverage secured by
Brohm effective 9/29/92. Please review the attached
and let me know if you have any questions. We will send you
a copy of the policy once I receive it from the insurance
company.

The information contained in this facsimile message is confidential, may be privileged, and is intended only for the use of the individual or entity named above. If you, the reader of the message, are not the intended recipient, or the agent or employee responsible for delivering this transmission to the intended recipient, you are expressly prohibited from copying, disseminating, distributing or in any other way using any of the information contained in this facsimile message.

MARVIN D. TRUHE
LAW OFFICERS

FIRST FEDERAL PLAZA - 5TH FLOOR
P.O. BOX 8106

RAPID CITY, SOUTH DAKOTA 57709
TELEPHONE (605) 342-2800

MARVIN D. TRUHE
DALE R. COCKRELL

TELE
(605)

July 10, 1992

Mr. James N. Barron
Vice President and
Operations Manager
Brohm Mining Corp.
P. O. Box 485
Deadwood, SD 57732

TELECOPIED

Re: Insurance Policy for Environmental Cleanup

Dear Jim:

This letter will summarize my review of the proposed "Pollution Cleanup Policy" submitted to you by Planet Insurance Company. Enclosed for reference are the "financial assurance" statutes as well as the minutes of the Board of Minerals hearing regarding Brohm's financial assurance obligation.

General Comment

This is an indemnity policy whereby the insurance company agrees to reimburse Brohm for environmental cleanup costs incurred by Brohm in response to legal obligations imposed by governmental action. Thus, this appears to be a general environmental insurance policy of the type that would allow Brohm to avoid having to pay for a governmental required cleanup following an environmental accident. This is not exactly the type of policy we were anticipating. Instead, we were looking for an insurance policy in which coverage would only apply if Brohm was unable or unwilling to respond to the cleanup (due to bankruptcy, financial default, etc.) and the insurance proceeds would then be paid directly to the State (as the State would actually incur the cost of the cleanup). As I mentioned, the premiums for the latter type of policy should be much less than the premiums for the former type of policy. I also question whether the policy as written would be acceptable to the State as the State may have expected to be the named insured in the policy.

Perhaps the best way to proceed would be to advise the insurance company of the specific requirements imposed by the statute and by the Board of Minerals, and then work with them in tailoring a policy that provides that it comes into play only upon Brohm's default, and in that event, the payment is made to the State rather than to Brohm. They may also suggest that the State rather than Brohm should be the named insured.

Mr. James N. Barron

Page 2

July 10, 1992

Specific Comments

1. The policy makes repeated references to a "Declarations" section which we do not have, but which you indicated you would try to obtain and forward to me.

2. The policy covers only the cleanup of the property that is specifically described in Item 5 of the Declarations. Significantly, the policy will not cover any damage at locations other than those designated in Item 5, even if the damage originates at a designated location. Thus, while the policy covers cleanup of not only land, but also bodies of water, it would not cover a body of water that was not on designated property.

3. The policy is limited to cleanup costs. It does not include coverage for the defense of legal proceedings in connection with a violation or the cleanup, nor does it cover damages to the property itself, nor does it cover any damages attributable to any intentional or deliberate actions by Brohm (instead it covers cleanup required as a result of negligence on the part of Brohm).

4. Brohm would not be covered for fines or penalties, or for claims by other parties seeking compensatory damages. The latter might involve a landowner suing Brohm for contamination of a water well.

5. Take a look at paragraph 4 of "IV. Exclusions" which excludes liability for emissions from mineral or water wells. I do not think this exclusion should be of concern, but you may be aware of some type of chemical contamination that could occur under these circumstances.

6. There is a specific exclusion under paragraph 15 of "IV. Exclusions" for liability arising from monitoring and testing following a cleanup. I am assuming that the monitoring and testing that is required as part of the cleanup would be covered, as opposed to any liability for accidents arising out of the testing itself. We should have this clarified with the insurance company since a major part of a cleanup effort can often involve very costly post-accident testing and monitoring.

7. There is a specific exclusion for environmental damage which existed prior to the beginning of the policy period, if Brohm was aware or could have reasonably foreseen that the environmental damage already existed. This exclusion should be reviewed in connection with the allegations being made in the threatened CWA litigation.

8. There is a "retention amount" which apparently is set forth in Item 4 of Declarations. I assume that this is a deductible that Brohm must pay, after which the insurance company picks up 100 percent of the cleanup costs.

Mr. James N. Barron

Page 3

July 10, 1992

9. Under "VI. Limit of Liability" there is a provision that the insurance company's "total liability for all cleanup costs" during the policy period shall not exceed the "annual aggregate" limit as set forth in Item 3 of the Declarations. If the policy period is longer than one year, this would be an improper limitation of the insurance coverage.

Sincerely,



Marvin D. Truhe

MDT:nlb

Enclosures

Brohm Mining Corporation Financial Assurance Hearing: Roxanne Giedd, Assistant Attorney General, represented the Department. Mike Cepak, Office of Minerals and Mining, testified on behalf of the Department.

Marv Truhe, Attorney from Rapid City, represented Brohm Mining Corporation. Jim Barron, Vice President of Brohm and Operations Manager, and Martin Quick, Vice President of SD operations for MinVen, the parent company for Brohm, and Myron Anderson, Environmental Engineer, appeared on behalf of Brohm Mining Corporation.

Mr. Baron, Mr. Quick, and Mr. Anderson were administered the oath by Mr. McCahren.

Mr. Cepak testified regarding the procedure used for calculation of the financial assurance amount for Brohm Mining Corporation. The Department recommended the financial assurance amount be set in the amount of \$303,000. Mr. Cepak noted that the company was not given a reduction for financial ability to respond to releases.

Mr. Arne discussed his assessment of the ability of Brohm Mining Corporation to provide financial assurance for their cyanide operation. He testified that Brohm Mining Corporation does not have the cash recommended by the Department, but Minven, the parent company could put up that amount. Mr. Arne recommended that the financial assurance amount be in the form of cash or a demand note secured by liquid assets.

Mr. Truhe stated that if the Board agrees to allow a demand note secured by the company's net worth, Brohm would not take issue over the dollar amount. However, if the Board decides that the company actually has to pledge a hard asset as collateral the company would disagree. Mr. Truhe stated that he would recommend the amount to be \$150,000.

Mr. Arne answered questions from the Board regarding his opinion of the financial assurance amount.

Mr. Quick and Mr. Barron testified regarding the financial assurance amount and the ability of the parent company, MinVen, to provide financial assurance. They requested that the Board give the company the option of either providing insurance, a surety bond, or letter of credit for a demand note secured by liquid assets

Board discussion took place regarding this matter.

Motion by Sweetman, seconded by Petersen, that the Board require What Resources to submit financial assurance in the form of insurance, a surety bond, or letter of credit for a demand note secured by liquid assets in the amount of \$286,000. Motion carried.

typo, this should be Brohm

State Statute

34A-10-2.1. Activity which could result in pollution, contamination or degradation — Requirement of financial assurance authorized — Form and amount. Any person making application to the water management board or the board of minerals and environment for a permit, a license or an extension, amendment or renewal of an existing permit or license, which authorizes activity that could result in a significant risk of pollution, contamination or degradation of the environment and that is not covered by a performance or damage bond or other financial assurance instrument, may be required, as a condition of the permit, to provide financial assurance guaranteeing the performance of corrective actions to contain, mitigate and remediate all pollution, contamination or degradation which may be caused by such activity. The financial assurance in a reasonable and proper amount shall be in a form and an amount approved by the board, and may include, but is not limited to insurance, company net worth considerations, a surety bond, escrow account, letter of credit, trust, guarantee or cash deposit.

Source: SL 1989, ch 306, § 66.

34A-10-2.2. Right and title in bond or security — Form and amount. All right and title in any bond or other security required by the water management board or the board of minerals and environment under any provision of this title, Title 45 or 46 for the protection of the environment or reclamation of lands or other resources shall be in the state until such time as the board by order releases the security. Such bond or other security does not constitute an asset of the person required to provide it, and may not be cancelled, assigned, revoked, disbursed, replaced or allowed to terminate without board approval. The bond or other security shall be in a form and a reasonable and proper amount approved by the board, and may include, but is not limited to surety bond, escrow account, letter of credit, trust, guarantee or cash deposit. The board may permit the use of financial assurance other than a bond, including company net worth considerations. Interest earned on any bond or deposit made under § 34A-10-2.1 shall be returned annually to the person required to provide the bond.

34A-10-2.3. Use of security for cleanup and remediation of environmental problems. The state, with such board or court approval, if any, as is provided in the permit or security instrument required pursuant to § 34A-10-2.1 or 34A-10-2.2, may use the security as necessary for the cleanup and remediation of environmental problems related to the activity for which the security was provided. When such cleanup and remediation is complete, as certified by the board, or sufficient funds have been set aside to achieve complete remediation pursuant to a site-specific, board-approved remedial action plan, the state may proceed against any remaining security for the purpose of collecting any properly recoverable cost incurred by the state in pursuing the cleanup, environmental damages or penalties. Until the environmental cleanup or remediation is complete, any state cost, environmental damage and penalty judgments have been satisfied and the security has been released by the board, the security may not be assigned for the benefit of creditors, attached, garnished, levied or executed on, or subject to process issued from any court; except for the purpose of enabling the state to effectuate the environmental cleanup or remediation.

MEMORANDUM

DATE: JUNE 17, 1992
TO: MARTIN QUICK/JIM BARRON
FROM: MYRON ANDERSEN

After short review of the environmental liability insurance form sent by David Layman, I believe an exclusion in the policy for remediation of soils and groundwater makes the policy not applicable to our need.

Pete Goodwin and I called David Layman on June 12, 1992 and informed him of this, and he said he would inform Marsh McClland.

It would be necessary to make sure that the policy covers what the financial assurance is for ie: remediation of soils and/or groundwater.

/pls

Attachment VII



LS

June 8, 1992

Mr. Tom Durkin
SD DENR
Joe Foss Building
523 East Capitol Avenue
Pierre, SD 57501

Dear Tom:

Enclosed please find the 1992 third quarter water quality data. If you have any questions please contact me.

Sincerely,
Brohm Mining Corporation

A handwritten signature in cursive script, appearing to read 'Stan Michals'.

Stan Michals
Compliance Specialist

/vhc

BROHM MINING CORPORATION

3rd Quarter 1992 Water Quality Field Parameters

<u>Site</u>	<u>Date</u>	<u>Time</u>	<u>Temp</u>	<u>pH</u>	<u>Cond</u>	<u>DTW</u>
BED-11	05/19/92	03:32	9.5	8.1	510	13.1
BED-15	05/19/92	01:39	12.	10.7	125	58
BED-18	05/18/92	10:30	12.1	6.9	130	221.15
BES-15	05/19/92	02:10	10.1	8.1	570	7.5
BES-17	05/20/92	03:08	9.0	7.0	300	8.3
GW-01	05/18/92	03:36	12.2	7.3	440	NA/PUMP
GW-02	05/18/92	03:10	9.5	6.6	450	7.1
GW-03	05/20/92	12:00	8.3	5.4	1160	SURFACE
GW-04	05/20/92	10:41	10.7	7.8	280	NA/PUMP
GW-05	05/20/92	11:39	8.8	5.5	230	21.3
GW-06	05/19/92	09:34	7.9	7.3	310	14.4
GW-07	05/19/92	09:48	6.2	3.9	1270	10.05
GW-08	05/15/92	02:50	10.5	8.0	440	30.1
GW-09	05/15/92	02:17	13.4	7.7	250	54.1
GW-10	05/18/92	11:31	10.2	7.5	210	210.5
GW-11	05/18/92	02:10	8.7	7.6	210	116.1
GW-12	05/15/92	03:29	9.9	7.1	190	14.15
FD-1	05/27/92	10:00	08.0	6.1	570	9
DW 1 + 2	05/20/92	11:00	16.9	6.5	390	NA
						<u>Flow GPM</u>
SW-01	05/18/92	01:38	11.7	6.5	30	10
SW-02	05/19/92	02:40	9.8	3.7	1270	148
SW-03	05/26/92	01:15	09.1	8.3	240	1049.5
SW-04	05/19/92	12:35	14.9	7.7	550	2.2
SW-05	05/19/92	03:52	16.7	8.5	190	1830
SW-06	05/20/92	02:31	17.4	6.4	530	130
SW-08	05/26/92	02:18	9.5	8.6	150	1238
SW-11	05/19/92	03:35	6.1	8.4	120	6
SW-28	05/20/92	---	20.5	5.1	860	20 EST.
SW-35	05/12/92		5.3	7.3	730	73

MID-CONTINENT
TESTING LABORATORIES, INC.
HIGH TECHNOLOGY OIL ANALYSIS
AND ENVIRONMENTAL TESTING



2100 S 7th, Suite 211 • PO Box 3388 • Rapid City, SD 57709
(605) 348-0111

MYRON ANDERSEN
BROHM MINING CORP.
P.O. BOX 485
DEADWOOD, SD 57732

SAMPLE NAME: BED-11
DESCRIPTION:
SAMPLE DATE: 05/19/92
SAMPLE TIME:
SAMPLED BY:

ACCOUNT NUMBER: W1000
LAB NUMBER: 19920520110
DATE RECEIVED: 05/20/92
TIME RECEIVED: 07:15 AM
REPORT DATE: 05/22/92

FORM 106

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED	TOTAL
Conductivity, umhos/cm	600.	Aluminum	.	.
Hardness	.	Antimony	.	.
PH	7.35	Arsenic	.003	.
Solids, Dissolved, mg/l	413.	Barium	.	.
Solids, Suspended, mg/l	.	Beryllium	.	.
Turbidity, NTU	.	Boron	.	.
		Cadmium	.001	.
		Calcium	82.2	.
		Chromium	.	.
		Cobalt	.	.
		Copper	.006	.
		Gold	<.001	.
		Iron	.	.
		Lead	.	.
		Lithium	.	.
		Magnesium	14.5	.
		Manganese	.	.
		Mercury	.	.
		Molybdenum	.	.
		Nickel	.	.
		Potassium	4.24	.
		Selenium	<.005	.
		Silicon	.	.
		Silver	.	.
		Sodium	7.69	.
		Strontium	.	.
		Vanadium	.	.
		Zinc	.059	.
INORGANIC & NONMETALLIC	VALUE			
Alkalinity	.			
Bicarbonate	141.			
Carbonate, mg/l	0.0			
Chloride, mg/l	2.5			
Cyanide, Total, mg/l	<.010			
Cyanide, WAD, mg/l	.			
Cyanide, Free, mg/l	.			
Fluoride, mg/l	.			
Nitrogen, Ammonia, mg/l	.			
Nitrogen, Nitrate, mg/l	<.050			
Nitrogen, Nitrite, mg/l	.			
Sulfate, mg/l	278.			

APPROVED BY: John Curran

DATE: 5/22/92



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(605) 348-0111

MYRON ANDERSEN
BROHM MINING CORP.
P.O. BOX 485
DEADWOOD, SD 57732

SAMPLE NAME: BED-11
DESCRIPTION:
SAMPLE DATE: 05/20/92
SAMPLE TIME:
SAMPLED BY:

ACCOUNT NUMBER: W1000
LAB NUMBER: 19920521113
DATE RECEIVED: 05/21/92
TIME RECEIVED: 07:00 AM
REPORT DATE: 05/26/92

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED	TOTAL
Conductivity, umhos/cm	.	Aluminum	.	.
Hardness	.	Antimony	.	.
PH	.	Arsenic	.	.
Solids, Dissolved, mg/l	.	Barium	.	.
Solids, Suspended, mg/l	.	Beryllium	.	.
Turbidity, NTU	.	Boron	.	.
		Cadmium	.	.
		Calcium	.	.
		Chromium	.	.
		Cobalt	.	.
		Copper	.	.
		Gold	.	.
		Iron	.	.
		Lead	.	.
		Lithium	.	.
		Magnesium	.	.
		Manganese	.	.
		Mercury	.	.
		Molybdenum	.	.
		Nickel	.	.
		Potassium	.	.
		Selenium	.	.
		Silicon	.	.
		Silver	.	.
		Sodium	.	.
		Strontium	.	.
		Vanadium	.	.
		Zinc	.	.
INORGANIC & NONMETALLIC	VALUE			
Alkalinity	.			
Bicarbonate	.			
Carbonate, mg/l	.			
Chloride, mg/l	.			
Cyanide, Total, mg/l	.			
Cyanide, WAD, mg/l	.			
Cyanide, Free, mg/l	.			
Fluoride, mg/l	.			
Nitrogen, Ammonia, mg/l	.			
Nitrogen, Nitrate, mg/l	0.050			
Nitrogen, Nitrite, mg/l	.			
Sulfate, mg/l	.			

APPROVED BY:

DATE:

Sean Loran
5/26/92

MID-CONTINENT TESTING LABORATORIES, INC.

HIGH TECHNOLOGY OIL ANALYSIS
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(605) 348-0111

MYRON ANDERSEN
BROHM MINING CORP.
P.O. BOX 485
DEADWOOD, SD 57732

SAMPLE N
DESCRIT
SAMPLE D
SAMPLE T
SAMPLED

ACCOUNT NUM
LAB NUM
DATE RECEI
TIME RECEI
REPORT D

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED
Conductivity, umhos/cm	1495.	Aluminum	.
Hardness	.	Antimony	.
PH	11.2	Arsenic	<.001
Solids, Dissolved, mg/l	1025.	Barium	.
Solids, Suspended, mg/l	.	Beryllium	.
Turbidity, NTU	.	Boron	.
		Cadmium	.001
		Calcium	80.0
		Chromium	.
		Cobalt	.
		Copper	.019
		Gold	<.001
		Iron	.
		Lead	.
		Lithium	.
		Magnesium	3.31
		Manganese	.
		Mercury	.
		Molybdenum	.
		Nickel	.
		Potassium	24.3
		Selenium	<.005
		Silicon	.
		Silver	.
		Sodium	28.1
		Strontium	.
		Vanadium	.
		Zinc	.06
INORGANIC & NONMETALLIC	VALUE		
Alkalinity	.		
Bicarbonate	0.0		
Carbonate, mg/l	24.0		
Chloride, mg/l	12.0		
Cyanide, Total, mg/l	<.010		
Cyanide, WAD, mg/l	.		
Cyanide, Free, mg/l	.		
Fluoride, mg/l	.		
Nitrogen, Ammonia, mg/l	.		
Nitrogen, Nitrate, mg/l	<.050		
Nitrogen, Nitrite, mg/l	.		
Sulfate, mg/l	105.		
SPECIAL TESTS	VALUE		
HYDROXIDE ALK.	85.0		

APPROVED BY: _____

DATE: _____

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(605) 348-0111

MYRON ANDERSEN
BROHM MINING CORP.
P.O. BOX 485
DEADWOOD, SD 57732

SAMPLE NAME: BES-15
DESCRIPTION:
SAMPLE DATE: 05/19/92
SAMPLE TIME:
SAMPLED BY:

ACCOUNT NUMBER: W1000
LAB NUMBER: 19920520112
DATE RECEIVED: 05/20/92
TIME RECEIVED: 07:15 AM
REPORT DATE: 05/22/92

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED	TOTAL
Conductivity, umhos/cm	698.	Aluminum	.	.
Hardness	.	Antimony	.	.
PH	6.94	Arsenic	<.001	.
Solids, Dissolved, mg/l	482.	Barium	.	.
Solids, Suspended, mg/l	.	Beryllium	.	.
Turbidity, NTU	.	Boron	.	.
		Cadmium	.001	.
		Calcium	101.	.
		Chromium	.	.
		Cobalt	.	.
		Copper	.038	.
		Gold	<.001	.
		Iron	.	.
		Lead	.	.
		Lithium	.	.
		Magnesium	17.1	.
		Manganese	.	.
		Mercury	.	.
		Molybdenum	.	.
		Nickel	.	.
		Potassium	3.95	.
		Selenium	<.005	.
		Silicon	.	.
		Silver	.	.
		Sodium	7.47	.
		Strontium	.	.
		Vanadium	.	.
		Zinc	<.050	.
INORGANIC & NONMETALLIC	VALUE			
Alkalinity	.			
Bicarbonate	75.6			
Carbonate, mg/l	0.0			
Chloride, mg/l	9.00			
Cyanide, Total, mg/l	<.010			
Cyanide, WAD, mg/l	.			
Cyanide, Free, mg/l	.			
Fluoride, mg/l	.			
Nitrogen, Ammonia, mg/l	.			
Nitrogen, Nitrate, mg/l	3.57			
Nitrogen, Nitrite, mg/l	.			
Sulfate, mg/l	282.			

APPROVED BY:

DATE:

Dean Curran
5/22/92

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MYRON ANDERSEN
BROHM MINING CORP.
P.O. BOX 485
DEADWOOD, SD 57732

SAMPLE NAME: BES-17
DESCRIPTION:
SAMPLE DATE: 05/20/92
SAMPLE TIME:
SAMPLED BY:

ACCOUNT NUMBER: W1000
LAB NUMBER: 19920521110
DATE RECEIVED: 05/21/92
TIME RECEIVED: 07:00 AM
REPORT DATE: 05/26/92

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED	TOTAL
Conductivity, umhos/cm	374.	Aluminum	.	.
Hardness	.	Antimony	.	.
PH	6.56	Arsenic	.036	.
Solids, Dissolved, mg/l	256.	Barium	.	.
Solids, Suspended, mg/l	.	Beryllium	.	.
Turbidity, NTU	.	Boron	.	.
		Cadmium	.001	.
		Calcium	49.3	.
		Chromium	.	.
		Cobalt	.	.
		Copper	.003	.
		Gold	.001	.
		Iron	.	.
		Lead	.	.
		Lithium	.	.
		Magnesium	10.3	.
		Manganese	.	.
		Mercury	.	.
		Molybdenum	.	.
		Nickel	.	.
		Potassium	5.45	.
		Selenium	.005	.
		Silicon	.	.
		Silver	.	.
		Sodium	4.77	.
		Strontium	.	.
		Vanadium	.	.
		Zinc	.070	.
INORGANIC & NONMETALLIC	VALUE			
Alkalinity	.			
Bicarbonate	115.			
Carbonate, mg/l	0.0			
Chloride, mg/l	0.0			
Cyanide, Total, mg/l	.010			
Cyanide, WAD, mg/l	.			
Cyanide, Free, mg/l	.			
Fluoride, mg/l	.			
Nitrogen, Ammonia, mg/l	.			
Nitrogen, Nitrate, mg/l	.050			
Nitrogen, Nitrite, mg/l	.			
Sulfate, mg/l	100.			
QUALITY CONTROL	VALUE			
Major Anion Sum, meq/L	3.97			
Major Cation Sum, meq/L	3.65			
Anion-Cation Balance, %	-4.10			

APPROVED BY:

DATE:

Dean Curran
5/26/92

2100 S 7th Suite 211 • PO Box 3388 • Rapid City SD 57705
(605) 349-0111

SAMPLE NAME: BED-18
DESCRIPTION:
SAMPLE DATE: 05/18/92
SAMPLE TIME:
SAMPLED BY:

MYRON ANDERSEN
BROHM MINING CORP.
P.O. BOX 485
DEADWOOD, SD 57732

ACCOUNT NUMBER: W1000
LAB NUMBER: 19920519109
DATE RECEIVED: 05/19/92
TIME RECEIVED: 07:15 AM
REPORT DATE: 05/20/92

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED	TOTAL
Conductivity, umhos/cm	137.	Aluminum	.	.
Hardness	.	Antimony	.	.
PH	6.17	Arsenic	<.001	.
Solids, Dissolved, mg/l	94.0	Barium	.030	.
Solids, Suspended, mg/l	.	Beryllium	.	.
Turbidity, NTU	.	Boron	.	.
		Cadmium	.002	.
		Calcium	14.1	.
		Chromium	.006	.
		Cobalt	.	.
		Copper	.023	.
		Gold	<.001	.
		Iron	.	.
		Lead	.030	.
		Lithium	.	.
		Magnesium	3.27	.
		Manganese	.	.
		Mercury	.	<.0002
		Molybdenum	.	.
		Nickel	.	.
		Potassium	2.30	.
		Selenium	.005	.
		Silicon	.	.
		Silver	.001	.
		Sodium	7.22	.
		Strontium	.	.
		Vanadium	.	.
		Zinc	.057	.
INORGANIC & NONMETALLIC	VALUE			
Alkalinity	.			
Bicarbonate	36.6			
Carbonate, mg/l	0.0			
Chloride, mg/l	2.0			
Cyanide, Total, mg/l	<.010			
Cyanide, WAD, mg/l	.			
Cyanide, Free, mg/l	.			
Fluoride, mg/l	.765			
Nitrogen, Ammonia, mg/l	.			
Nitrogen, Nitrate, mg/l	.070			
Nitrogen, Nitrite, mg/l	.050			
Sulfate, mg/l	32.1			

APPROVED BY:

DATE:

[Signature]
05-24-92



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(605) 348-0111

MYRON ANDERSEN
BROHM MINING CORP.
P.O. BOX 485
DEADWOOD, SD 57732

SAMPLE NAME: CW-1
DESCRIPTION:
SAMPLE DATE: 05/18/92
SAMPLE TIME:
SAMPLED BY:

ACCOUNT NUMBER: W1000
LAB NUMBER: 19920519101
DATE RECEIVED: 05/18/92
TIME RECEIVED: 07:15 AM
REPORT DATE: 05/20/92

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED	TOTAL
Conductivity, umhos/cm	755.	Aluminum	.	.
Hardness	.	Antimony	.	.
PH	7.12	Arsenic	.003	.
Solids, Dissolved, mg/l	519.	Barium	.	.
Solids, Suspended, mg/l	.	Beryllium	.	.
Turbidity, NTU	.	Boron	.	.
		Cadmium	.002	.
		Calcium	130.	.
		Chromium	.	.
		Cobalt	.	.
		Copper	.005	.
		Gold	<.001	.
		Iron	.	.
		Lead	.	.
		Lithium	.	.
		Magnesium	17.0	.
		Manganese	.	.
		Mercury	.	.
		Molybdenum	.	.
		Nickel	.	.
		Potassium	3.44	.
		Selenium	<.005	.
		Silicon	.	.
		Silver	.	.
		Sodium	6.42	.
		Strontium	.	.
		Vanadium	.	.
		Zinc	.084	.

INORGANIC & NONMETALLIC	VALUE
Alkalinity	.
Bicarbonate	320.
Carbonate, mg/l	0.0
Chloride, mg/l	2.5
Cyanide, Total, mg/l	<.010
Cyanide, WAD, mg/l	.
Cyanide, Free, mg/l	.
Fluoride, mg/l	.
Nitrogen, Ammonia, mg/l	.
Nitrogen, Nitrate, mg/l	<.050
Nitrogen, Nitrite, mg/l	.
Sulfate, mg/l	133.

APPROVED BY:

DATE:

[Signature]
05-20-92



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MYRON ANDERSEN
BROHM MINING CORP.
P.O. BOX 485
DEADWOOD, SD 57732

SAMPLE NAME: ON-2
DESCRIPTION:
SAMPLE DATE: 05/18/92
SAMPLE TIME:
SAMPLED BY:

ACCOUNT NUMBER: W1000
LAB NUMBER: 19920519102
DATE RECEIVED: 05/19/92
TIME RECEIVED: 07:15 AM
REPORT DATE: 05/20/92

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED	TOTAL
Conductivity, umhos/cm	555.	Aluminum	.	.
Hardness	.	Antimony	.	.
PH	6.16	Arsenic	<.001	.
Solids, Dissolved, mg/l	381.	Barium	.	.
Solids, Suspended, mg/l	.	Beryllium	.	.
Turbidity, NTU	.	Boron	.	.
		Cadmium	.002	.
		Calcium	77.0	.
		Chromium	.	.
		Cobalt	.	.
		Copper	.005	.
		Gold	<.001	.
		Iron	.	.
		Lead	.	.
		Lithium	.	.
		Magnesium	18.2	.
		Manganese	.	.
		Mercury	.	.
		Molybdenum	.	.
		Nickel	.	.
		Potassium	2.47	.
		Selenium	<.005	.
		Silicon	.	.
		Silver	.	.
		Sodium	6.96	.
		Strontium	.	.
		Vanadium	.	.
		Zinc	.094	.
INORGANIC & NONMETALLIC	VALUE			
Alkalinity	.			
Bicarbonate	220.			
Carbonate, mg/l	0.0			
Chloride, mg/l	5.0			
Cyanide, Total, mg/l	<.010			
Cyanide, WAD, mg/l	.			
Cyanide, Free, mg/l	.			
Fluoride, mg/l	.			
Nitrogen, Ammonia, mg/l	.			
Nitrogen, Nitrate, mg/l	<.050			
Nitrogen, Nitrite, mg/l	.			
Sulfate, mg/l	112.			

APPROVED BY:

DATE:

[Signature]
05-20-92

**MID-CONTINENT
TESTING LABORATORIES, INC.**

HIGH TECHNOLOGY ON ANALYSIS
AND ENVIRONMENTAL TESTING



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(605) 348-0111

MYRON ANDERSEN
BROM MINING CORP.
P.O. BOX 485
DEADWOOD, SD 57732

SAMPLE NAME: OA-3
DESCRIPTION:
SAMPLE DATE: 05/20/92
SAMPLE TIME:
SAMPLED BY:

ACCOUNT NUMBER: W1000
LAB NUMBER: 10920521107
DATE RECEIVED: 05/21/92
TIME RECEIVED: 07:00 AM
REPORT DATE: 05/26/92

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED	TOTAL
Conductivity, umhos/cm	1425.	Aluminum	.	.
Hardness	.	Antimony	.	.
PH	5.19	Arsenic	.002	.
Solids, Dissolved, mg/l	983.	Barium	.	.
Solids, Suspended, mg/l	.	Beryllium	.	.
Turbidity, NTU	.	Boron	.	.
		Cadmium	.027	.
		Calcium	234.	.
		Chromium	.	.
		Cobalt	.	.
		Copper	.070	.
		Gold	.002	.
		Iron	.	.
		Lead	.	.
		Lithium	.	.
		Magnesium	68.5	.
		Manganese	.	.
		Mercury	.	.
		Molybdenum	.	.
		Nickel	.	.
		Potassium	5.04	.
		Selenium	.006	.
		Silicon	.	.
		Silver	.	.
		Sodium	9.73	.
		Strontium	.	.
		Vanadium	.	.
		Zinc	.906	.
INORGANIC & NONMETALLIC	VALUE			
Alkalinity	.			
Bicarbonate	12.2			
Carbonate, mg/l	0.0			
Chloride, mg/l	5.50			
Cyanide, Total, mg/l	<.010			
Cyanide, WAD, mg/l	.			
Cyanide, Free, mg/l	.			
Fluoride, mg/l	.			
Nitrogen, Ammonia, mg/l	.			
Nitrogen, Nitrate, mg/l	3.84			
Nitrogen, Nitrite, mg/l	.			
Sulfate, mg/l	840.			
QUALITY CONTROL	VALUE			
Major Anion Sum, meq/L	18.10			
Major Cation Sum, meq/L	17.86			
Anion-Cation Balance, %	-0.67			

APPROVED BY: *[Signature]*

DATE: 5/26/92

MID-CONTINENT
TESTING LABORATORIES, INC.
HIGH TECHNOLOGY OIL ANALYSIS
AND ENVIRONMENTAL TESTING



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(605) 348-0111

MYRON ANDERSEN
BROWN MINING CORP.
P.O. BOX 485
DEADWOOD, SD 57732

SAMPLE NAME: CW-4
DESCRIPTION:
SAMPLE DATE: 05/20/92
SAMPLE TIME:
SAMPLED BY:

ACCOUNT NUMBER: W1000
LAB NUMBER: 10020521109
DATE RECEIVED: 05/21/92
TIME RECEIVED: 07:00 AM
REPORT DATE: 05/26/92

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED	TOTAL
Conductivity, umhos/cm	376.	Aluminum	.	.
Hardness	.	Antimony	.	.
PH	7.01	Arsenic	.004	.
Solids, Dissolved, mg/l	258.	Barium	.	.
Solids, Suspended, mg/l	.	Beryllium	.	.
Turbidity, NTU	.	Boron	.	.
		Cadmium	.001	.
		Calcium	59.7	.
		Chromium	.	.
		Cobalt	.	.
		Copper	.005	.
		Gold	.001	.
		Iron	.	.
		Lead	.	.
		Lithium	.	.
		Magnesium	6.04	.
		Manganese	.	.
		Mercury	.	.
		Molybdenum	.	.
		Nickel	.	.
		Potassium	2.11	.
		Selenium	.005	.
		Silicon	.	.
		Silver	.	.
		Sodium	6.15	.
		Strontium	.	.
		Vanadium	.	.
		Zinc	.059	.
INORGANIC & NONMETALLIC	VALUE			
Alkalinity	.			
Bicarbonate	141.			
Carbonate, mg/l	0.0			
Chloride, mg/l	0.0			
Cyanide, Total, mg/l	.010			
Cyanide, WAD, mg/l	.			
Cyanide, Free, mg/l	.			
Fluoride, mg/l	.			
Nitrogen, Ammonia, mg/l	.			
Nitrogen, Nitrate, mg/l	.050			
Nitrogen, Nitrite, mg/l	.			
Sulfate, mg/l	84.0			
QUALITY CONTROL	VALUE			
Major Anion Sum, meq/L	4.06			
Major Cation Sum, meq/L	3.80			
Anion-Cation Balance, %	-3.34			

APPROVED BY:

DATE:

Myron Andersen

5/26/92

MID-CONTINENT
TESTING LABORATORIES, INC.
HIGH TECHNOLOGY OIL ANALYSIS
AND ENVIRONMENTAL TESTING



2100 S 7th Suite 211 • PO Box 3388 • Rapid City, SD 57709
(605) 348-0111

MYRON ANDERSEN
BROM MINING CORP.
P.O. BOX 485
DEADWOOD, SD 57732

SAMPLE NAME: CW-5
DESCRIPTION:
SAMPLE DATE: 05/20/92
SAMPLE TIME:
SAMPLED BY:

ACCOUNT NUMBER: W1000
LAB NUMBER: 19920521109
DATE RECEIVED: 05/21/92
TIME RECEIVED: 07:00 AM
REPORT DATE: 05/26/92

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED	TOTAL
Conductivity, umhos/cm	336.	Aluminum	.	.
Hardness	.	Antimony	.	.
PH	5.06	Arsenic	.001	.
Solids, Dissolved, mg/l	230.	Barium	.	.
Solids, Suspended, mg/l	.	Beryllium	.	.
Turbidity, NTU	.	Boron	.	.
		Cadmium	.001	.
		Calcium	33.7	.
		Chromium	.	.
		Cobalt	.	.
		Copper	.012	.
		Gold	<.001	.
		Iron	.	.
		Lead	.	.
		Lithium	.	.
		Magnesium	7.87	.
		Manganese	.	.
		Mercury	.	.
		Molybdenum	.	.
		Nickel	.	.
		Potassium	3.41	.
		Selenium	.005	.
		Silicon	.	.
		Silver	.	.
		Sodium	1.96	.
		Strontium	.	.
		Vanadium	.	.
		Zinc	.153	.
INORGANIC & NONMETALLIC	VALUE			
Alkalinity	.			
Bicarbonate	<10.0			
Carbonate, mg/l	0.0			
Chloride, mg/l	0.50			
Cyanide, Total, mg/l	<.010			
Cyanide, WAD, mg/l	.			
Cyanide, Free, mg/l	.			
Fluoride, mg/l	.			
Nitrogen, Ammonia, mg/l	.			
Nitrogen, Nitrate, mg/l	<.050			
Nitrogen, Nitrite, mg/l	.			
Sulfate, mg/l	138.			
QUALITY CONTROL	VALUE			
Major Anion Sum, meq/L	2.88			
Major Cation Sum, meq/L	2.63			
Anion-Cation Balance, %	-4.58			

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DATE: 5/26/92

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MYRON ANDERSEN
BROHM MINING CORP.
P.O. BOX 485
DEADWOOD, SD 57732

SAMPLE NAME: CM-6
DESCRIPTION:
SAMPLE DATE: 05/19/92
SAMPLE TIME:
SAMPLED BY:

ACCOUNT NUMBER: W1000
LAB NUMBER: 19920520108
DATE RECEIVED: 05/20/92
TIME RECEIVED: 07:15 AM
REPORT DATE: 05/22/92

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED	TOTAL
Conductivity, umhos/cm	390.	Aluminum	.	.
Hardness	.	Antimony	.	.
PH	6.76	Arsenic	.002	.
Solids, Dissolved, mg/l	268.	Barium	.	.
Solids, Suspended, mg/l	.	Beryllium	.	.
Turbidity, NTU	.	Boron	.	.
		Cadmium	.002	.
		Calcium	40.0	.
		Chromium	.	.
		Cobalt	.	.
		Copper	.007	.
		Gold	<.001	.
		Iron	.	.
		Lead	.	.
		Lithium	.	.
		Magnesium	11.8	.
		Manganese	.	.
		Mercury	.	.
		Molybdenum	.	.
		Nickel	.	.
		Potassium	3.37	.
		Selenium	<.005	.
		Silicon	.	.
		Silver	.	.
		Sodium	6.76	.
		Strontium	.	.
		Vanadium	.	.
		Zinc	<.050	.
INORGANIC & NONMETALLIC	VALUE			
Alkalinity	.			
Bicarbonate	124.4			
Carbonate, mg/l	0.0			
Chloride, mg/l	2.50			
Cyanide, Total, mg/l	<.010			
Cyanide, WAD, mg/l	.			
Cyanide, Free, mg/l	.			
Fluoride, mg/l	.			
Nitrogen, Ammonia, mg/l	.			
Nitrogen, Nitrate, mg/l	<.050			
Nitrogen, Nitrite, mg/l	.			
Sulfate, mg/l	110.			

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DATE:

Myron Andersen
5/22/92



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MYRON ANDERSEN
BROHM MINING CORP.
P.O. BOX 485
DEADWOOD, SD 57732

SAMPLE NAME: OK-7
DESCRIPTION:
SAMPLE DATE: 05/19/92
SAMPLE TIME:
SAMPLED BY:

ACCOUNT NUMBER: W1000
LAB NUMBER: 19920520100
DATE RECEIVED: 05/20/92
TIME RECEIVED: 07:15 AM
REPORT DATE: 05/22/92

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED	TOTAL
Conductivity, umhos/cm	1502.	Aluminum	.	.
Hardness	.	Antimony	.	.
PH	3.17	Arsenic	.030	.
Solids, Dissolved, mg/l	1032.	Barium	.	.
Solids, Suspended, mg/l	.	Beryllium	.	.
Turbidity, NTU	.	Boron	.	.
		Cadmium	.029	.
		Calcium	97.0	.
		Chromium	.	.
		Cobalt	.	.
		Copper	4.06	.
		Gold	<.001	.
		Iron	.	.
		Lead	.	.
		Lithium	.	.
		Magnesium	33.4	.
		Manganese	.	.
		Mercury	.	.
		Molybdenum	.	.
		Nickel	.	.
		Potassium	1.29	.
		Selenium	<.005	.
		Silicon	.	.
		Silver	.	.
		Sodium	9.41	.
		Strontium	.	.
		Vanadium	.	.
		Zinc	2.35	.
INORGANIC & NONMETALLIC	VALUE			
Alkalinity	.			
Bicarbonate	0.0			
Carbonate, mg/l	0.0			
Chloride, mg/l	15.0			
Cyanide, Total, mg/l	<.010			
Cyanide, WAD, mg/l	.			
Cyanide, Free, mg/l	.			
Fluoride, mg/l	.			
Nitrogen, Ammonia, mg/l	.			
Nitrogen, Nitrate, mg/l	1.16			
Nitrogen, Nitrite, mg/l	.			
Sulfate, mg/l	870.			

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DATE: 5/22/92



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BROHM MINING CORP.
P.O. BOX 485
DEADWOOD, SD 57732

SAMPLE NAME: CN-8
DESCRIPTION:
SAMPLE DATE: 05/15/92
SAMPLE TIME:
SAMPLED BY:

ACCOUNT NUMBER: W1000
LAB NUMBER: 19920519105
DATE RECEIVED: 05/19/92
TIME RECEIVED: 07:15 AM
REPORT DATE: 05/20/92

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED	TOTAL
Conductivity, umhos/cm	620.	Aluminum	.	.
Hardness	.	Antimony	.	.
PH	7.20	Arsenic	.004	.
Solids, Dissolved, mg/l	425.	Barium	.046	.
Solids, Suspended, mg/l	.	Beryllium	.	.
Turbidity, NTU	.	Boron	.	.
		Cadmium	<.001	.
		Calcium	80.9	.
		Chromium	.006	.
		Cobalt	.	.
		Copper	.011	.
		Gold	<.001	.
		Iron	.	.
		Lead	.023	.
		Lithium	.	.
		Magnesium	12.2	.
		Manganese	.	.
		Mercury	.	<.0002
		Molybdenum	.	.
		Nickel	.	.
		Potassium	15.6	.
		Selenium	<.005	.
		Silicon	.	.
		Silver	.002	.
		Sodium	18.3	.
		Strontium	.	.
		Vanadium	.	.
		Zinc	<.050	.

INORGANIC & NONMETALLIC	VALUE
Alkalinity	.
Bicarbonate	127.
Carbonate, mg/l	0.0
Chloride, mg/l	3.0
Cyanide, Total, mg/l	<.010
Cyanide, WAD, mg/l	.
Cyanide, Free, mg/l	.
Fluoride, mg/l	.279
Nitrogen, Ammonia, mg/l	.
Nitrogen, Nitrate, mg/l	1.46
Nitrogen, Nitrite, mg/l	<.050
Sulfate, mg/l	211.

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MYRON ANDERSEN
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SAMPLE NAME: CM-9
DESCRIPTION:
SAMPLE DATE: 05/15/92
SAMPLE TIME:
SAMPLED BY:

ACCOUNT NUMBER: W1000
LAB NUMBER: 19920519106
DATE RECEIVED: 05/19/92
TIME RECEIVED: 07:15 AM
REPORT DATE: 05/20/92

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED	TOTAL
Conductivity, umhos/cm	315.	Aluminum	.	.
Hardness	.	Antimony	.	.
PH	6.47	Arsenic	.001	.
Solids, Dissolved, mg/l	217.	Barium	.066	.
Solids, Suspended, mg/l	.	Beryllium	.	.
Turbidity, NTU	.	Boron	.	.
		Cadmium	<.001	.
		Calcium	42.9	.
		Chromium	.002	.
		Cobalt	.	.
		Copper	.019	.
		Gold	<.001	.
		Iron	.	.
		Lead	.011	.
		Lithium	.	.
		Magnesium	4.87	.
		Manganese	.	.
		Mercury	.	<.0002
		Molybdenum	.	.
		Nickel	.	.
		Potassium	1.60	.
		Selenium	<.005	.
		Silicon	.	.
		Silver	.001	.
		Sodium	5.41	.
		Strontium	.	.
		Vanadium	.	.
		Zinc	.065	.
INORGANIC & NONMETALLIC	VALUE			
Alkalinity	.			
Bicarbonate	65.9			
Carbonate, mg/l	0.0			
Chloride, mg/l	2.5			
Cyanide, Total, mg/l	<.010			
Cyanide, WAD, mg/l	.			
Cyanide, Free, mg/l	.			
Fluoride, mg/l	.762			
Nitrogen, Ammonia, mg/l	.			
Nitrogen, Nitrate, mg/l	.155			
Nitrogen, Nitrite, mg/l	<.050			
Sulfate, mg/l	96.3			

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DATE: 05-20-92

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MYRON ANDERSEN
BROHM MINING CORP.
P.O. BOX 485
DEADWOOD, SD 57732

SAMPLE NAME: GW-10
DESCRIPTION:
SAMPLE DATE: 05/18/92
SAMPLE TIME:
SAMPLED BY:

ACCOUNT NUMBER: W1000
LAB NUMBER: 19920519108
DATE RECEIVED: 05/19/92
TIME RECEIVED: 07:15 AM
REPORT DATE: 05/20/92

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED	TOTAL
Conductivity, umhos/cm	302.	Aluminum	.	.
Hardness	.	Antimony	.	.
PH	6.71	Arsenic	.012	.
Solids, Dissolved, mg/l	207.	Barium	.026	.
Solids, Suspended, mg/l	.	Beryllium	.	.
Turbidity, NTU	.	Boron	.	.
		Cadmium	<.001	.
		Calcium	36.3	.
		Chromium	.004	.
		Cobalt	.	.
		Copper	.012	.
		Gold	<.001	.
		Iron	.	.
		Lead	.017	.
		Lithium	.	.
		Magnesium	7.67	.
		Manganese	.	.
		Mercury	.	<.0002
		Molybdenum	.	.
		Nickel	.	.
		Potassium	1.14	.
		Selenium	<.005	.
		Silicon	.	.
		Silver	<.001	.
		Sodium	7.47	.
		Strontium	.	.
		Vanadium	.	.
		Zinc	.077	.

INORGANIC & NONMETALLIC	VALUE
Alkalinity	.
Bicarbonate	129.
Carbonate, mg/l	0.0
Chloride, mg/l	3.0
Cyanide, Total, mg/l	<.010
Cyanide, WAD, mg/l	.
Cyanide, Free, mg/l	.
Fluoride, mg/l	.370
Nitrogen, Ammonia, mg/l	.
Nitrogen, Nitrate, mg/l	<.050
Nitrogen, Nitrite, mg/l	<.050
Sulfate, mg/l	59.3

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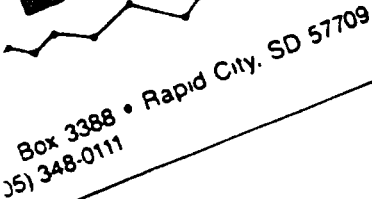
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SAMPLE NAME: CR-
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 SAMPLE DATE: 05/18/92
 SAMPLE TIME:
 SAMPLED BY:
 W100

SAMPLE
SAMPLED 1

ACCOUNT NUMBER: W1000
LAB NUMBER: 19920519103
DATE RECEIVED: 05/19/92
TIME RECEIVED: 07:15 AM
REPORT DATE: 05/20/92

EN
G CORP.
35
SD 57732

PROPERTIES

viscosity, unhos/cm

solubility, Dissolved, mg/l

solubility, Suspended, mg/l

viscosity, NTU

ORGANIC & NONMETALLIC

Alkalinity
Bicarbonate, mg/l
Carbonate, mg/l
Chloride, Total, mg/l
Cyanide, WAD, mg/l
Cyanide, Free, mg/l
Fluoride, mg/l
Nitrogen, Ammonia, mg/l
Nitrogen, Nitrate, mg/l
Nitrogen, Nitrite, mg/l
Sulfate, mg/l

METALS mg/l	DISSOLVED	TOTAL
Aluminum	.013	.
Antimony	.	.
Arsenic	.	.
Barium	<.001	.
Beryllium	52.6	.
Boron	.	.
Cadmium	.	.
Calcium	.005	.
Chromium	<.001	.
Cobalt	.	.
Copper	.	.
Gold	.	.
Iron	6.71	.
Lead	.	.
Lithium	.	.
Magnesium	.	.
Manganese	.	.
Mercury	1.70	.
Molybdenum	<.005	.
Nickel	.	.
Potassium	.	.
Selenium	8.94	.
Silicon	.	.
Silver	.	.
Sodium	.098	.
Strontium	.	.
Vanadium	.	.
Zinc	.	.

APPROVED BY:

DATE:

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TESTING LABORATORIES, INC.
HIGH TECHNOLOGY OIL ANALYSIS
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MYRON ANDERSEN
BROHM MINING CORP.
P.O. BOX 485
DEADWOOD, SD 57732

SAMPLE NAME: CW-12
DESCRIPTION:
SAMPLE DATE: 05/15/92
SAMPLE TIME:
SAMPLED BY:

ACCOUNT NUMBER: W1000
LAB NUMBER: 19920519107
DATE RECEIVED: 05/19/92
TIME RECEIVED: 07:15 AM
REPORT DATE: 05/20/92

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED	TOTAL
Conductivity, umhos/cm	279.	Aluminum	.	.
Hardness	.	Antimony	.	.
PH	6.06	Arsenic	<.001	.
Solids, Dissolved, mg/l	192.	Barium	.032	.
Solids, Suspended, mg/l	.	Beryllium	.	.
Turbidity, NTU	.	Boron	.	.
		Cadmium	.001	.
		Calcium	37.8	.
		Chromium	.004	.
		Cobalt	.	.
		Copper	.005	.
		Gold	<.001	.
		Iron	.	.
		Lead	.020	.
		Lithium	.	.
		Magnesium	4.10	.
		Manganese	.	.
		Mercury	.	<.0002
		Molybdenum	.	.
		Nickel	.	.
		Potassium	1.37	.
		Selenium	<.005	.
		Silicon	.	.
		Silver	<.001	.
		Sodium	4.40	.
		Strontium	.	.
		Vanadium	.	.
		Zinc	<.050	.
INORGANIC & NONMETALLIC	VALUE			
Alkalinity	.			
Bicarbonate	51.2			
Carbonate, mg/l	0.0			
Chloride, mg/l	3.0			
Cyanide, Total, mg/l	<.010			
Cyanide, WAD, mg/l	.			
Cyanide, Free, mg/l	.			
Fluoride, mg/l	.226			
Nitrogen, Ammonia, mg/l	.			
Nitrogen, Nitrate, mg/l	.050			
Nitrogen, Nitrite, mg/l	<.050			
Sulfate, mg/l	88.9			

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DATE:

[Signature]
05-20-92

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MYRON ANDERSEN
BROHM MINING CORP.
P.O. BOX 485
DEADWOOD, SD 57732

SAMPLE NAME: FD-1
DESCRIPTION:
SAMPLE DATE: 05/27/92
SAMPLE TIME:
SAMPLED BY:

ACCOUNT NUMBER: W1000
LAB NUMBER: 19920528108
DATE RECEIVED: 05/28/92
TIME RECEIVED: 10:15 AM
REPORT DATE: 06/01/92

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED	TOTAL
Conductivity, umhos/cm	748.	Aluminum	.	.
Hardness	.	Antimony	.	.
PH	5.85	Arsenic	<.001	<.001
Solids, Dissolved, mg/l	510.	Barium	.	.
Solids, Suspended, mg/l	<10.0	Beryllium	.	.
Turbidity, NTU	.	Boron	.	.
		Cadmium	.002	.003
		Calcium	117.	.
		Chromium	.	.
		Cobalt	.	.
		Copper	.003	.005
		Gold	<.001	<.001
		Iron	.	.
		Lead	.	.
		Lithium	.	.
		Magnesium	25.4	.
		Manganese	.	.
		Mercury	.	.
		Molybdenum	.	.
		Nickel	.	.
		Potassium	.	.
		Selenium	<.005	<.005
		Silicon	.	.
		Silver	.	.
		Sodium	7.96	.
		Strontium	.	.
		Vanadium	.	.
		Zinc	.287	.389

INORGANIC & NONMETALLIC	VALUE
Alkalinity	.
Bicarbonate	56.1
Carbonate, mg/l	0.0
Chloride, mg/l	3.50
Cyanide, Total, mg/l	<.010
Cyanide, WAD, mg/l	<.010
Cyanide, Free, mg/l	.
Fluoride, mg/l	.
Nitrogen, Ammonia, mg/l	.
Nitrogen, Nitrate, mg/l	1.61
Nitrogen, Nitrite, mg/l	.
Sulfate, mg/l	266.

APPROVED BY:

Ronda M. Fadden

DATE:

6-1-92

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MYRON ANDERSEN
BROHM MINING CORP.
P.O. BOX 485
DEADWOOD, SD 57732

SAMPLE NAME: DW 1 & 2
DESCRIPTION:
SAMPLE DATE: 05/20/92
SAMPLE TIME:
SAMPLED BY:

ACCOUNT NUMBER: W1000
LAB NUMBER: 19920521111
DATE RECEIVED: 05/21/92
TIME RECEIVED: 07:00 AM
REPORT DATE: 05/26/92

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED	TOTAL
Conductivity, umhos/cm	489.	Aluminum	.	.
Hardness	.	Antimony	.	.
PH	6.12	Arsenic	<.001	.
Solids, Dissolved, mg/l	336.	Barium	.	.
Solids, Suspended, mg/l	.	Beryllium	.	.
Turbidity, NTU	.	Boron	.	.
		Cadmium	.005	.
		Calcium	55.3	.
		Chromium	.	.
		Cobalt	.	.
		Copper	.007	.
		Gold	<.001	.
		Iron	.	.
		Lead	.	.
		Lithium	.	.
		Magnesium	16.4	.
		Manganese	.	.
		Mercury	.	.
		Molybdenum	.	.
		Nickel	.	.
		Potassium	1.88	.
		Selenium	<.005	.
		Silicon	.	.
		Silver	.	.
		Sodium	10.4	.
		Strontium	.	.
		Vanadium	.	.
		Zinc	1.15	.
INORGANIC & NONMETALLIC	VALUE			
Alkalinity	.			
Bicarbonate	58.6			
Carbonate, mg/l	0.0			
Chloride, mg/l	9.00			
Cyanide, Total, mg/l	<.010			
Cyanide, WAD, mg/l	.			
Cyanide, Free, mg/l	.			
Fluoride, mg/l	.			
Nitrogen, Ammonia, mg/l	.			
Nitrogen, Nitrate, mg/l	7.80			
Nitrogen, Nitrite, mg/l	.			
Sulfate, mg/l	138.			
QUALITY CONTROL	VALUE			
Major Anion Sum, meq/L	4.64			
Major Cation Sum, meq/L	4.61			
Anion-Cation Balance, %	-0.37			

APPROVED BY:

DATE:

Sean Durani
5/26/92

SW-1
 DATE: 05/18/92
 TIME:
 SAMPLED BY:
 ACCOUNT NUMBER: W1000
 LAB NUMBER: 19920519104
 DATE RECEIVED: 05/19/92
 TIME RECEIVED: 07:15 AM
 REPORT DATE: 05/20/92

VALUES		METALS mg/l		DISSOLVED		TOTAL	
Units	Value	Units	Value	Units	Value	Units	Value
Alkalinity, mg/l	63.0	Aluminum					
Bicarbonate, mg/l	5.98	Antimony					
Chloride, mg/l	43.0	Arsenic					
Cyanide, Total, mg/l	<10.0	Barium					
Cyanide, Free, mg/l		Beryllium					
Fluoride, mg/l		Boron					
Nitrogen, Ammonia, mg/l		Cadmium					
Nitrogen, Nitrate, mg/l		Calcium					
Nitrogen, Nitrite, mg/l		Chromium					
Sulfate, mg/l		Cobalt					
		Copper					
		Gold					
		Iron					
		Lead					
		Lithium					
		Magnesium					
		Manganese					
		Mercury					
		Molybdenum					
		Nickel					
		Potassium					
		Selenium					
		Silicon					
		Silver					
		Sodium					
		Strontium					
		Vanadium					
		Zinc					

APPROVED BY: *[Signature]*
 DATE: 05-20-92



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MYRON ANDERSEN
BROHM MINING CORP.
P.O. BOX 485
DEADWOOD, SD 57732

SAMPLE NAME: SW-2
DESCRIPTION:
SAMPLE DATE: 05/19/92
SAMPLE TIME:
SAMPLED BY:

ACCOUNT NUMBER: W1000
LAB NUMBER: 19920520115
DATE RECEIVED: 05/20/92
TIME RECEIVED: 07:15 AM
REPORT DATE: 05/22/92

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED	TOTAL
Conductivity, umhos/cm	1600.	Aluminum	.	.
Hardness	.	Antimony	.	.
PH	3.11	Arsenic	.016	.023
Solids, Dissolved, mg/l	1095.	Barium	.	.
Solids, Suspended, mg/l	<10.	Beryllium	.	.
Turbidity, NTU	.	Boron	.	.
		Cadmium	.022	.027
		Calcium	135.	.
		Chromium	.	.
		Cobalt	.	.
		Copper	2.25	2.35
		Gold	.002	.002
		Iron	.	.
		Lead	.	.
		Lithium	.	.
		Magnesium	39.7	.
		Manganese	.	.
		Mercury	.	.
		Molybdenum	.	.
		Nickel	.	.
		Potassium	2.18	.
		Selenium	<.005	<.005
		Silicon	.	.
		Silver	.	.
		Sodium	8.49	.
		Strontium	.	.
		Vanadium	.	.
		Zinc	1.61	1.85

INORGANIC & NONMETALLIC	VALUE
Alkalinity	.
Bicarbonate	0.0
Carbonate, mg/l	0.0
Chloride, mg/l	10.0
Cyanide, Total, mg/l	<.010
Cyanide, WAD, mg/l	.
Cyanide, Free, mg/l	.
Fluoride, mg/l	.
Nitrogen, Ammonia, mg/l	.
Nitrogen, Nitrate, mg/l	2.06
Nitrogen, Nitrite, mg/l	.
Sulfate, mg/l	889.

APPROVED BY: *Myron Andersen*

DATE: 5/22/92

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BROHM MINING CORP.
P.O. BOX 485
DEADWOOD, SD 57732

SAMPLE NAME: SW-3
DESCRIPTION:
SAMPLE DATE: 05/26/92
SAMPLE TIME:
SAMPLED BY:

ACCOUNT NUMBER: W1000
LAB NUMBER: 19920527201
DATE RECEIVED: 05/27/92
TIME RECEIVED: 07:15 AM
REPORT DATE: 05/29/92

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED	TOTAL
Conductivity, umhos/cm	295.	Aluminum	.	.
Hardness	.	Antimony	.	.
PH	7.22	Arsenic	.011	.013
Solids, Dissolved, mg/l	202.	Barium	.	.
Solids, Suspended, mg/l	<10.0	Beryllium	.	.
Turbidity, NTU	.	Boron	.	.
		Cadmium	.003	.003
		Calcium	30.5	.
		Chromium	.	.
		Cobalt	.	.
		Copper	.037	.118
		Gold	<.001	<.001
		Iron	.	.
		Lead	.	.
		Lithium	.	.
		Magnesium	9.51	.
		Manganese	.	.
		Mercury	.	.
		Molybdenum	.	.
		Nickel	.	.
		Potassium	2.04	.
		Selenium	<.005	<.005
		Silicon	.	.
		Silver	.	.
		Sodium	3.03	.
		Strontium	.	.
		Vanadium	.	.
		Zinc	.095	.158

INORGANIC & NONMETALLIC	VALUE
Alkalinity	.
Bicarbonate	80.5
Carbonate, mg/l	0.0
Chloride, mg/l	7.00
Cyanide, Total, mg/l	<.010
Cyanide, WAD, mg/l	.
Cyanide, Free, mg/l	.
Fluoride, mg/l	.
Nitrogen, Ammonia, mg/l	.
Nitrogen, Nitrate, mg/l	.094
Nitrogen, Nitrite, mg/l	.
Sulfate, mg/l	103.

APPROVED BY: *Shy McFay*

DATE: 05-29-92

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MYRON ANDERSEN
BROHM MINING CORP.
P.O. BOX 485
DEADWOOD, SD 57732

SAMPLE NAME: SW-4
DESCRIPTION:
SAMPLE DATE: 05/19/92
SAMPLE TIME:
SAMPLED BY:

ACCOUNT NUMBER: W1000
LAB NUMBER: 19920520113
DATE RECEIVED: 05/20/92
TIME RECEIVED: 07:15 AM
REPORT DATE: 05/22/92

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED	TOTAL
Conductivity, umhos/cm	677.	Aluminum	.	.
Hardness	.	Antimony	.	.
PH	6.85	Arsenic	.001	.002
Solids, Dissolved, mg/l	463.	Barium	.	.
Solids, Suspended, mg/l	5.0	Beryllium	.	.
Turbidity, NTU	.	Boron	.	.
		Cadmium	<.001	<.001
		Calcium	89.3	.
		Chromium	.	.
		Cobalt	.	.
		Copper	.010	.014
		Gold	<.001	<.001
		Iron	.	.
		Lead	.	.
		Lithium	.	.
		Magnesium	18.9	.
		Manganese	.	.
		Mercury	.	.
		Molybdenum	.	.
		Nickel	.	.
		Potassium	3.62	.
		Selenium	<.005	<.005
		Silicon	.	.
		Silver	.	.
		Sodium	6.76	.
		Strontium	.	.
		Vanadium	.	.
		Zinc	<.050	<.050

INORGANIC & NONMETALLIC	VALUE
Alkalinity	.
Bicarbonate	83.0
Carbonate, mg/l	0.0
Chloride, mg/l	8.50
Cyanide, Total, mg/l	<.010
Cyanide, WAD, mg/l	.
Cyanide, Free, mg/l	.
Fluoride, mg/l	.
Nitrogen, Ammonia, mg/l	.
Nitrogen, Nitrate, mg/l	1.01
Nitrogen, Nitrite, mg/l	.
Sulfate, mg/l	262.

APPROVED BY:

DATE:

Dean Duran

5/22/92

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MYRON ANDERSEN
BROHM MINING CORP.
P.O. BOX 485
DEADWOOD, SD 57732

SAMPLE NAME: SW-5
DESCRIPTION:
SAMPLE DATE: 05/19/92
SAMPLE TIME:
SAMPLED BY:

ACCOUNT NUMBER: W1000
LAB NUMBER: 19920520114
DATE RECEIVED: 05/20/92
TIME RECEIVED: 07:15 AM
REPORT DATE: 05/22/92

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED	TOTAL
Conductivity, umhos/cm	267.	Aluminum	.	.
Hardness	.	Antimony	.	.
PH	7.18	Arsenic	<.001	.003
Solids, Dissolved, mg/l	184.	Barium	.	.
Solids, Suspended, mg/l	<10.	Beryllium	.	.
Turbidity, NTU	.	Boron	.	.
		Cadmium	<.001	<.001
		Calcium	28.7	.
		Chromium	.	.
		Cobalt	.	.
		Copper	.005	.006
		Gold	<.001	<.001
		Iron	.	.
		Lead	.	.
		Lithium	.	.
		Magnesium	8.38	.
		Manganese	.	.
		Mercury	.	.
		Molybdenum	.	.
		Nickel	.	.
		Potassium	2.39	.
		Selenium	<.005	<.005
		Silicon	.	.
		Silver	.	.
		Sodium	3.16	.
		Strontium	.	.
		Vanadium	.	.
		Zinc	<.050	.064
INORGANIC & NONMETALLIC	VALUE			
Alkalinity	.			
Bicarbonate	75.6			
Carbonate, mg/l	0.0			
Chloride, mg/l	7.00			
Cyanide, Total, mg/l	<.010			
Cyanide, WAD, mg/l	.			
Cyanide, Free, mg/l	.			
Fluoride, mg/l	.			
Nitrogen, Ammonia, mg/l	.			
Nitrogen, Nitrate, mg/l	.114			
Nitrogen, Nitrite, mg/l	.			
Sulfate, mg/l	70.4			

APPROVED BY:

Dean Andersen

DATE:

5/22/92

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MYRON ANDERSEN
BROHM MINING CORP.
P.O. BOX 485
DEADWOOD, SD 57732

SAMPLE NAME: SW-6
DESCRIPTION:
SAMPLE DATE: 05/20/92
SAMPLE TIME:
SAMPLED BY:

ACCOUNT NUMBER: W1000
LAB NUMBER: 10920521106
DATE RECEIVED: 05/21/92
TIME RECEIVED: 07:00 AM
REPORT DATE: 05/26/92

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED	TOTAL
Conductivity, umhos/cm	626.	Aluminum	.	.
Hardness	.	Antimony	.	.
PH	5.81	Arsenic	.001	.010
Solids, Dissolved, mg/l	430.	Barium	.	.
Solids, Suspended, mg/l	10.	Beryllium	.	.
Turbidity, NTU	.	Boron	.	.
		Cadmium	.010	.011
		Calcium	75.4	.
		Chromium	.	.
		Cobalt	.	.
		Copper	.193	.234
		Gold	.001	.001
		Iron	.	.
		Lead	.	.
		Lithium	.	.
		Magnesium	17.6	.
		Manganese	.	.
		Mercury	.	.
		Molybdenum	.	.
		Nickel	.	.
		Potassium	3.00	.
		Selenium	.005	.005
		Silicon	.	.
		Silver	.	.
		Sodium	3.35	.
		Strontium	.	.
		Vanadium	.	.
		Zinc	.608	.605

INORGANIC & NONMETALLIC	VALUE
Alkalinity	.
Bicarbonate	17.1
Carbonate, mg/l	0.0
Chloride, mg/l	5.00
Cyanide, Total, mg/l	.010
Cyanide, WAD, mg/l	.
Cyanide, Free, mg/l	.
Fluoride, mg/l	.
Nitrogen, Ammonia, mg/l	.
Nitrogen, Nitrate, mg/l	.508
Nitrogen, Nitrite, mg/l	.
Sulfate, mg/l	286.

APPROVED BY: Alan [Signature]

DATE: 5/26/92

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MYRON ANDERSEN
BROHM MINING CORP.
P.O. BOX 485
DEADWOOD, SD 57732

SAMPLE NAME: SW-8
DESCRIPTION:
SAMPLE DATE: 05/26/92
SAMPLE TIME:
SAMPLED BY:

ACCOUNT NUMBER: W1000
LAB NUMBER: 19920527202
DATE RECEIVED: 05/27/92
TIME RECEIVED:
REPORT DATE: 05/29/92

FORM 106

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED	TOTAL
Conductivity, umhos/cm	193.	Aluminum	.	.
Hardness	.	Antimony	.	.
PH	7.02	Arsenic	.004	.006
Solids, Dissolved, mg/l	132.	Barium	.	.
Solids, Suspended, mg/l	<10.0	Beryllium	.	.
Turbidity, NTU	.	Boron	.	.
		Cadmium	<.001	<.001
		Calcium	19.5	.
		Chromium	.	.
		Cobalt	.	.
		Copper	.009	.015
		Gold	<.001	<.001
		Iron	.	.
		Lead	.	.
		Lithium	.	.
		Magnesium	6.82	.
		Manganese	.	.
		Mercury	.	.
		Molybdenum	.	.
		Nickel	.	.
		Potassium	1.95	.
		Selenium	<.005	<.005
		Silicon	.	.
		Silver	.	.
		Sodium	2.39	.
		Strontium	.	.
		Vanadium	.	.
		Zinc	<.050	<.050
INORGANIC & NONMETALLIC	VALUE			
Alkalinity	.			
Bicarbonate	92.72			
Carbonate, mg/l	0.0			
Chloride, mg/l	8.00			
Cyanide, Total, mg/l	<.010			
Cyanide, WAD, mg/l	.			
Cyanide, Free, mg/l	.			
Fluoride, mg/l	.			
Nitrogen, Ammonia, mg/l	.			
Nitrogen, Nitrate, mg/l	<.050			
Nitrogen, Nitrite, mg/l	.			
Sulfate, mg/l	17.6			

APPROVED BY:

Myron Andersen

DATE:

05-29-92

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MYRON ANDERSEN
BROHM MINING CORP.
P.O. BOX 485
DEADWOOD, SD 57732

SAMPLE NAME: SW-11
DESCRIPTION:
SAMPLE DATE: 05/19/92
SAMPLE TIME:
SAMPLED BY:

ACCOUNT NUMBER: W1000
LAB NUMBER: 19920520116
DATE RECEIVED: 05/20/92
TIME RECEIVED: 07:15 AM
REPORT DATE: 05/22/92

FORM 108

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED	TOTAL
Conductivity, umhos/cm	196.	Aluminum	.	.
Hardness	.	Antimony	.	.
PH	7.28	Arsenic	<.001	<.001
Solids, Dissolved, mg/l	134.	Barium	.	.
Solids, Suspended, mg/l	<10.	Beryllium	.	.
Turbidity, NTU	.	Boron	.	.
		Cadmium	<.001	<.001
		Calcium	25.8	.
		Chromium	.	.
		Cobalt	.	.
		Copper	.005	.016
		Gold	<.001	<.001
		Iron	.	.
		Lead	.	.
		Lithium	.	.
		Magnesium	4.23	.
		Manganese	.	.
		Mercury	.	.
		Molybdenum	.	.
		Nickel	.	.
		Potassium	1.20	.
		Selenium	<.005	<.005
		Silicon	.	.
		Silver	.	.
		Sodium	1.75	.
		Strontium	.	.
		Vanadium	.	.
		Zinc	<.050	<.050

INORGANIC & NONMETALLIC	VALUE
Alkalinity	.
Bicarbonate	102.
Carbonate, mg/l	0.0
Chloride, mg/l	0.50
Cyanide, Total, mg/l	<.010
Cyanide, WAD, mg/l	.
Cyanide, Free, mg/l	.
Fluoride, mg/l	.
Nitrogen, Ammonia, mg/l	.
Nitrogen, Nitrate, mg/l	.050
Nitrogen, Nitrite, mg/l	.
Sulfate, mg/l	21.4

APPROVED BY:

DATE:

Dean Curran
5/22/92

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MYRON ANDERSEN
BROHM MINING CORP.
P.O. BOX 485
DEADWOOD, SD 57732

SAMPLE NAME: SW-28
DESCRIPTION:
SAMPLE DATE: 05/20/92
SAMPLE TIME:
SAMPLED BY:

ACCOUNT NUMBER: W1000
LAB NUMBER: 19920521105
DATE RECEIVED: 05/21/92
TIME RECEIVED: 07:00 AM
REPORT DATE: 05/26/92

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED	TOTAL
Conductivity, umhos/cm	791.	Aluminum	.	.
Hardness	.	Antimony	.	.
PH	5.66	Arsenic	.003	.004
Solids, Dissolved, mg/l	543.	Barium	.	.
Solids, Suspended, mg/l	10.	Beryllium	.	.
Turbidity, NTU	.	Boron	.	.
		Cadmium	.009	.010
		Calcium	90.4	.
		Chromium	.	.
		Cobalt	.	.
		Copper	.150	.156
		Gold	<.001	<.001
		Iron	.	.
		Lead	.	.
		Lithium	.	.
		Magnesium	28.63	.
		Manganese	.	.
		Mercury	.	.
		Molybdenum	.	.
		Nickel	.	.
		Potassium	7.14	.
		Selenium	<.005	<.005
		Silicon	.	.
		Silver	.	.
		Sodium	3.13	.
		Strontium	.	.
		Vanadium	.	.
		Zinc	.674	.709

INORGANIC & NONMETALLIC	VALUE
Alkalinity	.
Bicarbonate	7.32
Carbonate, mg/l	0.0
Chloride, mg/l	4.50
Cyanide, Total, mg/l	<.010
Cyanide, WAD, mg/l	.
Cyanide, Free, mg/l	.
Fluoride, mg/l	.
Nitrogen, Ammonia, mg/l	.
Nitrogen, Nitrate, mg/l	.345
Nitrogen, Nitrite, mg/l	.
Sulfate, mg/l	373.

APPROVED BY:

DATE:

Alan Duran
5/26/92

MID-CONTINENT TESTING LABORATORIES, INC.

HIGH TECHNOLOGY OR ANALYSIS
AND ENVIRONMENTAL TESTING



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MYRON ANDERSEN
BROHM MINING CORP.
P.O. BOX 485
DEADWOOD. SD 57732

SAMPLE NAME: SW-35
DESCRIPTION:
SAMPLE DATE: 05/11/92
SAMPLE TIME:
SAMPLED BY:

ACCOUNT NUMBER: W1000
LAB NUMBER: 19920513121
DATE RECEIVED: 05/13/92
TIME RECEIVED: 06:50 AM
REPORT DATE: 05/14/92

PHYSICAL PROPERTIES	VALUE	METALS mg/l	DISSOLVED	TOTAL
Conductivity, umhos/cm	910.	Aluminum	.	.
Hardness	.	Antimony	<.001	.
PH	5.94	Arsenic	<.001	.002
Solids, Dissolved, mg/l	624.	Barium	.111	.
Solids, Suspended, mg/l	<10.0	Beryllium	.	.
Turbidity, NTU	.	Boron	.	.
		Cadmium	<.001	<.001
		Calcium	124.	.
		Chromium	.015	.
		Cobalt	.	.
		Copper	.008	.008
		Gold	<.001	<.001
		Iron	.	.
		Lead	.014	.
		Lithium	.	.
		Magnesium	26.5	.
		Manganese	.013	.
		Mercury	.	<.0002
		Molybdenum	<.001	.
		Nickel	.004	.
		Potassium	5.28	.
		Selenium	<.005	<.005
		Silicon	.	.
		Silver	<.001	.
		Sodium	12.1	.
		Strontium	.	.
		Vanadium	.	.
		Zinc	.098	.116

INORGANIC & NONMETALLIC	VALUE
Alkalinity	14.0
Bicarbonate	17.1
Carbonate, mg/l	0.0
Chloride, mg/l	15.0
Cyanide, Total, mg/l	<.010
Cyanide, WAD, mg/l	.
Cyanide, Free, mg/l	.
Fluoride, mg/l	<.050
Nitrogen, Ammonia, mg/l	.
Nitrogen, Nitrate, mg/l	6.96
Nitrogen, Nitrite, mg/l	<.050
Sulfate, mg/l	289.

APPROVED BY:

Sherry Schaefer

DATE:

5/14/92

Attachment VI

~~Attachment~~

SS

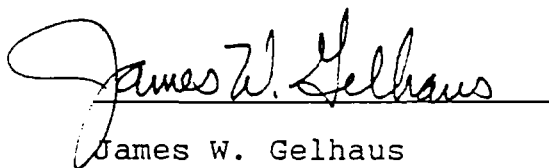
QUARTERLY
AIR QUALITY AND METEOROLOGICAL
DATA SUMMARY OF THE
GILT EDGE MINE
JANUARY 1992 - MARCH 1992

Prepared For:
BROHM MINING CORPORATION
DEADWOOD, SOUTH DAKOTA

Prepared By:
JAMES W. GELHAUS
CONSULTING METEOROLOGIST
TOWNSEND, MONTANA 59644

CERTIFICATION OF REPORT INTEGRITY

This report represents an accurate summary of air quality and meteorological conditions measured around the Gilt Edge Mine at Deadwood, South Dakota. Every effort was made to obtain accurate and representative data and to comply with procedures set forth in the Quality Assurance Handbook for Air Pollution Measurement Systems; Volume III, Ambient Air Specific Methods (EPA 600/4-77-027a).

A handwritten signature in dark ink, reading "James W. Gelhaus", is written over a horizontal line.

James W. Gelhaus

Consulting Meteorologist

Date: May 14, 1992

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**QUARTERLY AIR QUALITY AND METEOROLOGICAL
DATA SUMMARY OF THE
GILT EDGE MINE**

I. INTRODUCTION

Operational air quality and meteorology monitoring was conducted during the first quarter of 1992 around the Gilt Edge Mine near Deadwood, South Dakota. The monitoring data presented in this report covers primarily the period January 1, 1992 through March 31, 1992. The monitoring activities conducted by Brohm Mining Corporation consisted of two sites (see Table 1): a meteorological station, and two air quality monitoring stations. Parameters monitored at the meteorological station included wind speed, wind direction, wind sigma, temperature, precipitation, and evaporation. The wind sensors were mounted on top of a ten meter tower. The precipitation measurements were taken using a tipping bucket gage mounted at ground level. The air quality monitoring stations consisted of PM-10 air samplers which monitored 10 micron or smaller suspended particulate concentrations.

TABLE 1

AIR QUALITY AND METEOROLOGY MONITORING SITES

Site	Elevation*	Location	Parameters Monitored
Meteorology	5720	R4E T4N NE 1/4 of SE 1/4 of Sec. 6	Wind Speed Wind Direction Temperature Precipitation Evaporation
Anchor Hill (Site A)	5720	R4E T4N NE 1/4 of SE 1/4 of Sec. 6	PM-10 Suspended Particulates
Joe King (Site B)	5280	R4E T4N NW 1/4 of NW 1/4 of Sec. 8	PM-10 Suspended Particulates

* Feet above sea level.

II. QUALITY ASSURANCE

All sampling and analysis followed EPA and State of South Dakota quality assurance procedures. All suspended particulate samples were corrected to reference conditions as required by EPA. Calibrations of the air quality samplers were performed on the air samplers every ten weeks, at which time, the samplers were cleaned, inspected, and preventative maintenance provided. Calibrations were made using a variable resistance calibration orifice. The orifice was calibrated by the Montana Department of Health and Environmental Sciences on February 4, 1992. Results of the field calibrations are enclosed in Appendix A.

Results of the precision and accuracy checks for the air quality monitors are shown in Table 2. Precision checks are based on comparison of co-located sampler results from the Golden Sunlight Mine and the Montana Tunnels Mine. Results of the latest quarter of sampling have shown an average difference of 10.8 and -3.1 for the Montana Tunnels Mine and Golden Sunlight Mine, respectively.

TABLE 2
DATA ASSESSMENT REPORT FOR AIR QUALITY DATA
Brohm Mining Corporation

Pollutant	Site	Precision		Accuracy		
		No. of Co-located Samples	95% Limit Lower	Upper	Audit Date	Percent Inaccuracy
PM-10	A	--	--	--	03/16/92	0.7
PM-10	B	--	--	--	03/16/92	1.4
PM-10	4000 +	10	-11.1	4.9	02/03/92	3.6
PM-10	1A *	14	-8.1	29.6	01/28/92	0.0

+ Co-located sampler precision data from Golden Sunlight Mine.

* Second site co-located sampler precision results from the Montana Tunnels Mine as required in the March 19, 1986 Federal Register.

III. AIR QUALITY DATA SUMMARY

Measurements of PM-10 suspended particulates during 1992 are summarized in Table 3. Appendix B lists the individual results of the PM-10 suspended particulate data collection for 1992. In Table 3 the maximum twenty-four hour PM-10 concentration was 27 ug/m³. This is compared to the South Dakota and Federal twenty-four hour PM-10 standard of 150 ug/m³ (Table 4). The maximum arithmetic average PM-10 concentration was 10 ug/m³. This is compared to the South Dakota and Federal PM-10 standard of 50 ug/m³.

TABLE 3
SUMMARY OF THE PM-10 SUSPENDED PARTICULATE DATA - 1992

BROHM MINING CORPORATION DEADWOOD, SD				
<u>SITE</u>	<u>MAXIMUM</u>	<u>SECOND HIGH</u>	<u>ARITHMETIC AVERAGE</u>	<u>NO. OF SAMPLES</u>
A	16.	10.	6.	14
B	27.	18.	10.	12

Values in micrograms per cubic meter.

TABLE 4
AMBIENT AIR QUALITY STANDARDS
PM-10 SUSPENDED PARTICULATES
(Values in micrograms per cubic meter)

<u>Time Period</u>	<u>South Dakota PM-10</u>	<u>Federal PM-10</u>
24-Hour	150 *	150 *
Annual	50 a	50 a

* Not to be exceeded more than once per year.

+ Geometric average, not to be exceeded.

a Arithmetic average of quarterly averages, not to be exceeded.

IV. METEOROLOGICAL DATA SUMMARY

Wind speed, wind direction, wind sigma, and temperature were measured at Site A using Climatronics Corporation sensors and a Campbell Scientific Inc. 21X data logger. Hourly average values are presented in Appendix C. Also shown in Appendix C are monthly summaries of the data including wind frequency diagrams; wind speed and direction frequency tables; and various summary statistics such as average speed, resultant speed and direction, and persistence.

Table 5 summarizes the wind statistics for 1992. Shown in the table are the average wind speed, the first and second most frequent wind directions, the resultant wind speed and direction, and the wind persistence. During the quarter, wind speeds were moderate to strong, highest in March (14.3 mph) and lowest in February (7.1 mph). The most frequent wind direction was from the northwest. The resultant wind also was from the northwest averaging approximately 5 mph. The wind persistence averaged 60 percent.

TABLE 5

SURFACE WIND SUMMARY STATISTICS - 1992

Month	Average Speed (mph)	Most Frequent Direction	Second Frequent Direction	Resultant Speed	Resultant Direction	Persistence (Percent)
January	8.2	NW	WNW	6.9	307.9	84.2
February	7.1	NW	NNW	4.3	305.6	60.4
March	14.3	NW	NNW	5.3	307.6	36.8

V. DATA RECOVERY

Table 6 lists the data recovery for the data collection during the quarter. PM-10 sampling data recovery varied from 75 to 87 percent for the two sites. The meteorological data recovery was 100 percent. The PM-10 data losses were due to double exposed filters.

VI. SUMMARY

The first quarter 1992 data collection was completed with fair to good data recovery. Particulate levels were well within both the Federal and South Dakota PM-10 air quality standards. Meteorological data revealed northwest wind directions as being the most frequent at moderate to strong wind speeds. EPA quality assurance procedures were followed on all data collection.

TABLE 6

DATA RECOVERABILITY

Brohm Mining Corporation

January 1992 - March 1992

<u>Variable</u>	<u>Total Periods</u>	<u>Total Measurements</u>	<u>Percentage Recovered</u>
Particulates			
PM-10 - A	16	14	87.5
PM-10 - B	16	12	75.0
Wind Speed/ Wind Direction	2184	2184	100.0

APPENDIX A

QUALITY ASSURANCE

Brohm Mining Corporation Deadwood, SD

Air Sampler Calibrations, Audits

JAMES W. GELHAUS
Consulting Meteorologist
P.O. Box 1196 • Townsend, MT 59644 • (406) 266-4486 • FAX (406) 266-5634

LOCATION: Brohm Mining Corp.
DATE: 3-16-92 SAMPLER: A-1 Ancher Hill
SAMPLER TYPE(SN): Sierra PM-10
FLOW CONTROLLER TYPE(SN): Sierra MFC
ORIFICE(SN): BGT Inc. 2-76 (JG-1)
ORIFICE EQUATION $Q=a(x)^b$ a: 0.64773 b: 0.48904
OBSERVER(S): J. Gelhaus (AUDIT; CALIBRATION)
(AUDIT; CALIBRATION)

FLOW CONTROLLER OPERATING?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
TR = ZERO? ADJUSTED <u>0</u>	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
FILTER CARTRIDGE WING NUTS TIGHT?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
VACUUM HOSE CRACKED?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
FILTER RIGHT SIDE UP?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
GASKETS IN GOOD CONDITION?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

PREVENTIVE MAINTENANCE: Replaced blower motor brushes, cleaned & lubricated bounce plate.
TEMPERATURE: 5 (C) F) BAROMETRIC PRESSURE: 24.18 (in Hg) mm Hg)

AUDIT

	P1	P2	TOTAL-P	TR	Q(ORIFICE)	Q(CALIBR.)*
1	2.25	2.15	4.40	41.0	1.3368	1.3272

* FROM PREVIOUS CALIBRATION.

CALIBRATION

	P1	P2	TOTAL-P	TR	Q(ORIFICE)	Q(CALIBR.)
1	2.95	2.85	5.80	51.0	1.5302	1.5352
2	2.40	2.35	4.75	46.5	1.3878	1.3836
3	1.95	1.90	3.85	42.5	1.2523	1.2488
4	1.55	1.50	3.05	38.5	1.1175	1.1141
5	1.30	1.25	2.55	36.0	1.0238	1.0299

CORRELATION COEFFICIENT R = 0.9997

$Q = a(TR) + b$ a = 0.03369 b = -0.18296

LOCATION: Brohm Mining Corp.
DATE: 3-16-92 SAMPLER: B-Joe King
SAMPLER TYPE(SN): Sierra PM-10
FLOW CONTROLLER TYPE(SN): Sierra MEC
ORIFICE(SN): BGT Inc. 2-76 (JG-1)
ORIFICE EQUATION $Q=a(x)^b$ a: 0.64773 b: 0.48904
OBSERVER(S): J. Gelhaus (AUDIT; CALIBRATION)
(AUDIT; CALIBRATION)

FLOW CONTROLLER OPERATING?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
TR = ZERO? ADJUSTED <u>0</u>	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
FILTER CARTRIDGE WING NUTS TIGHT?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
VACUUM HOSE CRACKED?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
FILTER RIGHT SIDE UP?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
GASKETS IN GOOD CONDITION?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

PREVENTIVE MAINTENANCE: Replaced blower motor brushes, cleaned & lubricated bounce plate.

TEMPERATURE: 10.5 (C) F) BAROMETRIC PRESSURE: 24.55 (in Hg) mm Hg)

AUDIT

	<u>P1</u>	<u>P2</u>	<u>TOTAL-P</u>	<u>TR</u>	<u>Q(ORIFICE)</u>	<u>Q(CALIBR.)*</u>
1	<u>1.95</u>	<u>1.90</u>	<u>3.85</u>	<u>42.0</u>	<u>1.2523</u>	<u>1.2351</u>

* FROM PREVIOUS CALIBRATION.

CALIBRATION

	<u>P1</u>	<u>P2</u>	<u>TOTAL-P</u>	<u>TR</u>	<u>Q(ORIFICE)</u>	<u>Q(CALIBR.)</u>
1	<u>3.30</u>	<u>3.20</u>	<u>6.50</u>	<u>54.5</u>	<u>1.6179</u>	<u>1.6168</u>
2	<u>2.75</u>	<u>2.65</u>	<u>5.40</u>	<u>50.0</u>	<u>1.4776</u>	<u>1.4835</u>
3	<u>2.35</u>	<u>2.25</u>	<u>4.60</u>	<u>46.0</u>	<u>1.3662</u>	<u>1.3649</u>
4	<u>1.90</u>	<u>1.80</u>	<u>3.70</u>	<u>41.0</u>	<u>1.2282</u>	<u>1.2167</u>
5	<u>1.50</u>	<u>1.40</u>	<u>2.90</u>	<u>37.0</u>	<u>1.0902</u>	<u>1.0982</u>

CORRELATION COEFFICIENT R = 0.9993

Q = a(TR)+b a = 0.02964 b = 0.00158

High Volume Orifice Certification

Z76-JG

The high volume orifice was certified on 2/4/92 using a positive displacement rootsmeter located in the Cogswell Building in Helena, MT. The certification and calculations were performed by Robert Jeffrey, Quality Assurance Coordinator. The certification of the orifice was completed using procedures described in Section 3.2.1 of the AQB's Montana Q A Manual. A copy of these procedures is available upon request.

Results:

Barometric Pressure: 662.4
Temperature: +23.0 C

Example Calculations, Run #1

$$\text{ROOTS VOLUME} = 200 \frac{662.43 - 18.89}{662.43} = 194.30$$

$$\begin{aligned} \text{FLOW THEORETICAL} = \text{RV/Time} &= \frac{194.30}{3.125} = 62.18 \text{ FT}^3/\text{MIN} \\ &= 1.761 \text{ M}^3/\text{MIN} \end{aligned}$$

$$\text{FLOW STD} = \text{FlTh(P.C)} = 1.761 \sqrt{\frac{662.43 \times 298}{760 \times 296.0}} = 1.650 \text{ M}^3/\text{MIN}$$

The original worksheets are included for your inspection.

Please note that the flow is reported at Helena as well as standard conditions. The Federal Register requires the concentrations be reported at flow rates referenced to standard atmospheric conditions (25 degrees C, 760 mm Hg).

Summary of Results:

Manometer	Flow Theoretical (FT)		K
	Ft3/min	M3/min	
6.8	62.2	1.761	0.17200
9.1	71.8	2.033	0.17196
7.8	66.7	1.889	0.17225
5.9	58.4	1.653	0.17273
5.0	53.8	1.523	0.17349
4.1	48.9	1.384	0.17320
3.0	41.9	1.186	0.17438
2.1	35.4	1.002	0.17437

K mean: 0.17305

K Std Dev: 0.985E-03

Where K = a constant in the equation:

$$FT = \frac{\text{MANOMETER}}{\text{Air Density}} \quad \text{Density} = \frac{\text{Lb}}{\text{Ft}^3} \quad FT = \frac{\text{M}^3}{\text{min}}$$

A calculation of K serves as a quality control check. (See p. 5 of Section 3.2.1 of the MT Q A Manual).

The following table lists the results with the flow corrected to standard conditions (760 mm and 25 C), according to the equation:

$$Q_r = FT \sqrt{\frac{P_i (298)}{(760) T_i}}$$

Where: Q_r = M3/min referenced to standard conditons
P_i = barometric pressure in mm at laboratory conditions
T_i = temperature in degrees Kelvin at laboratory conditions

Manometer	Lab Flow	Standard Flow
	FT (M3/min)	Q _r (M3/min)
6.8	1.761	1.650
9.1	2.033	1.905
7.8	1.889	1.769
5.9	1.653	1.548
5.0	1.523	1.427
4.1	1.384	1.296
3.0	1.186	1.111
2.1	1.002	0.938

The results can be plotted on graph paper to determine a line. A more accurate interpretation expresses the results in a mathematical equation in the form $Y=AX$ to the B power as follows.

$$M3/min = A(\text{Manometer})^B$$

$$A = 0.64773$$

$$B = 0.48904$$

$$r = 0.99997$$

The regression coefficient (r) suggests that the line is accurate enough for prediction purposes.

NOTE: This equation is based on flows referenced to standard conditions. An equation utilizing a square root function rather than a power function is included on the Certification Worksheet.

ORIFICE CERTIFICATION WORKSHEET

Orifice #: Z76-JG

Date: 2/4/92

Run #	Orifice Manometer	Flow Theoretical Ft3/Min	M3/Min	K	Q Ref M3/Min	Roots Mano MM HG
1	6.80	62.18	1.761	0.17200	1.650	18.89
2	9.07	71.80	2.033	0.17196	1.905	25.51
3	7.80	66.69	1.889	0.17225	1.769	34.43
4	5.94	58.36	1.653	0.17273	1.548	25.96
5	5.00	53.78	1.523	0.17349	1.427	53.85
6	4.14	48.86	1.384	0.17320	1.296	44.03
7	3.00	41.87	1.186	0.17438	1.111	65.01
8	2.14	35.36	1.002	0.17437	0.938	45.72

Barometric Pressure: 662.43 MM

Temperature: +23.0 C

K Mean: 0.17305

K Standard Deviation: 0.985E-03

Q = A(Manometer)^B
Power Curve
Coefficients
To Standard

Q = A(SQR(Manom))+B
Square Root
Coefficients
To Standard

Power Curve
Coefficients
To Helena

A=0.64773
B=0.48904
r=0.99997

A=0.62238
B=0.03060
r=0.99997

A=0.69146
B=0.48904
r=0.99997

% Difference since previous certification: -0.50%

Example Calculations:

$$\text{Roots Volume} = 200 \frac{662.43 - 18.89}{662.43} = 194.30$$

$$\text{Flow Theoretical} = \text{RV/Time} = \frac{194.30}{3.125} = 62.18 \text{ Ft}^3/\text{Min (or 1.761 M}^3/\text{Min)}$$

$$\text{Flow Std} = \text{FlTh(P.C)} = 1.761 \sqrt{\frac{662.43 \times 298}{760 \times 296.0}} = 1.650 \text{ M}^3/\text{Min}$$

High Volume Orifice Certification

G162-JG

The high volume orifice was certified on 2/4/92 using a positive displacement rootsmeter located in the Cogswell Building in Helena, MT. The certification and calculations were performed by Robert Jeffrey, Quality Assurance Coordinator. The certification of the orifice was completed using procedures described in Section 3.2.1 of the AQB's Montana Q A Manual. A copy of these procedures is available upon request.

Results:

Barometric Pressure: 662.4

Temperature: +23.4 C

Example Calculations, Run #1

$$\text{ROOTS VOLUME} = 200 \frac{662.43 - 25.89}{662.43} = 192.18$$

$$\begin{aligned} \text{FLOW THEORETICAL} = \text{RV/Time} &= \frac{192.18}{2.703} = 71.11 \text{ FT}^3/\text{MIN} \\ &= 2.014 \text{ M}^3/\text{MIN} \end{aligned}$$

$$\text{FLOW STD} = \text{FlTh(P.C)} = 2.014 \sqrt{\frac{662.43 \times 298}{760 \times 296.4}} = 1.885 \text{ M}^3/\text{MIN}$$

The original worksheets are included for your inspection.

Please note that the flow is reported at Helena as well as standard conditions. The Federal Register requires the concentrations be reported at flow rates referenced to standard atmospheric conditions (25 degrees C, 760 mm Hg).

Summary of Results:

Manometer	Flow Theoretical (FT)		K
	Ft3/min	M3/min	
9.0	71.1	2.014	0.17116
6.9	62.5	1.771	0.17134
7.9	67.0	1.897	0.17219
6.0	58.8	1.666	0.17252
4.9	52.8	1.496	0.17233
4.0	47.9	1.356	0.17255
2.9	41.0	1.161	0.17354
2.0	34.3	0.971	0.17393

K mean: 0.17244

K Std Dev: 0.953E-03

Where K = a constant in the equation:

$$FT = \frac{\text{MANOMETER}}{\text{Air Density}} \quad \text{Density} = \frac{\text{Lb/Ft}^3}{\text{FT} = \text{M3/min}}$$

A calculation of K serves as a quality control check. (See p. 5 of Section 3.2.1 of the MT Q A Manual).

The following table lists the results with the flow corrected to standard conditions (760 mm and 25 C), according to the equation:

$$Q_r = FT \sqrt{\frac{P_i (298)}{(760) T_i}}$$

Where: Q_r = M3/min referenced to standard conditons
 P_i = barometric pressure in mm at laboratory conditions
 T_i = temperature in degrees Kelvin at laboratory conditions

Manometer	Lab Flow	Standard Flow
	FT (M3/min)	Q_r (M3/min)
9.0	2.014	1.885
6.9	1.771	1.658
7.9	1.897	1.775
6.0	1.666	1.559
4.9	1.496	1.400
4.0	1.356	1.269
2.9	1.161	1.087
2.0	0.971	0.909

The results can be plotted on graph paper to determine a more accurate interpretation expresses the results in a equation in the form $Y=AX$ to the B power as follows.

$$M3/min = A(\text{Manometer})^{-B}$$

$$A = 0.64430$$

$$B = 0.49008$$

$$r = 0.99996$$

The regression coefficient (r) suggests that the line is enough for prediction purposes.

NOTE: This equation is based on flows referenced to standard conditions. An equation utilizing a square root function rather than a power function is included on the Certification Work

ORIFICE CERTIFICATION WORKSHEET

Orifice #: G162-JG

Date: 2/4/9

Run #	Orifice Manometer	Flow Theoretical Ft3/Min	M3/Min	K	Q Ref M3/Min	Root MM
1	8.97	71.11	2.014	0.17116	1.885	25
2	6.92	62.53	1.771	0.17134	1.658	19
3	7.86	66.97	1.897	0.17219	1.775	32
4	6.04	58.82	1.666	0.17252	1.559	25
5	4.88	52.81	1.496	0.17233	1.400	54
6	4.00	47.87	1.356	0.17255	1.269	44
7	2.90	41.00	1.161	0.17354	1.087	63
8	2.02	34.29	0.971	0.17393	0.909	46

Barometric Pressure: 662.43 MM

Temperature: +23

K Mean: 0.17244

K Standard Deviation: 0.953E-03

Q = A(Manometer)^B
Power Curve
Coefficients
To Standard

A=0.64430
B=0.49008
r=0.99996

Q = A(SQR(Manom))+B
Square Root
Coefficients
To Standard

A=0.62183
B=0.02667
r=0.99994

Power C
Coefficients
To Hele

A=0.
B=0.
r=0.

% Difference since previous certification: -0.77%

Example Calculations:

$$\text{Roots Volume} = 200 \frac{662.43 - 25.89}{662.43} = 192.18$$

$$\text{Flow Theoretical} = \text{RV/Time} = \frac{192.18}{2.703} = 71.11 \text{ Ft}^3/\text{Min (o)}$$

$$\text{Flow Std} = \text{FlTh(P.C)} = 2.014 \sqrt{\frac{662.43 \times 298}{760 \times 296.4}} = 1.885 \text{ M3}$$

MINE: Brohm Mining Corp.

Qtr: First
1992

FILTER COMMENTS FOR QUARTERLY REPORTS

<u>Date</u>	<u>Filter Number</u>	<u>Comments</u>
Anchor Hill - Site A		
01/01/92		Invalid - Double Exposure
01/07/92		
Joe King - Site B		
01/01/92		Invalid - Double Exposure
01/07/92		

APPENDIX B

AIR QUALITY DATA

Brohm Mining Corporation Deadwood, SD

PM-10 Suspended Particulate Data

[illegible]

Location: BROHM MINING CORP.

SAROAD ID: 008J02

[illegible]

APPENDIX C

METEOROLOGICAL DATA

Brohm Mining Corporation Deadwood, South Dakota

Hourly Wind Speed Data
Hourly Wind Direction Data
Hourly Wind Sigma Data
Hourly Temperature Data
Monthly Wind Summary Table
Monthly Wind Rose Diagram

BROHM MINING CORP.

DEADWOOD SD

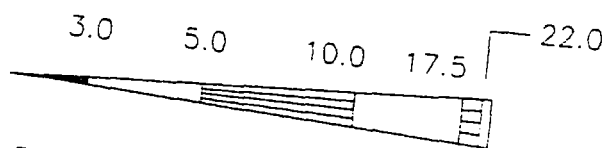
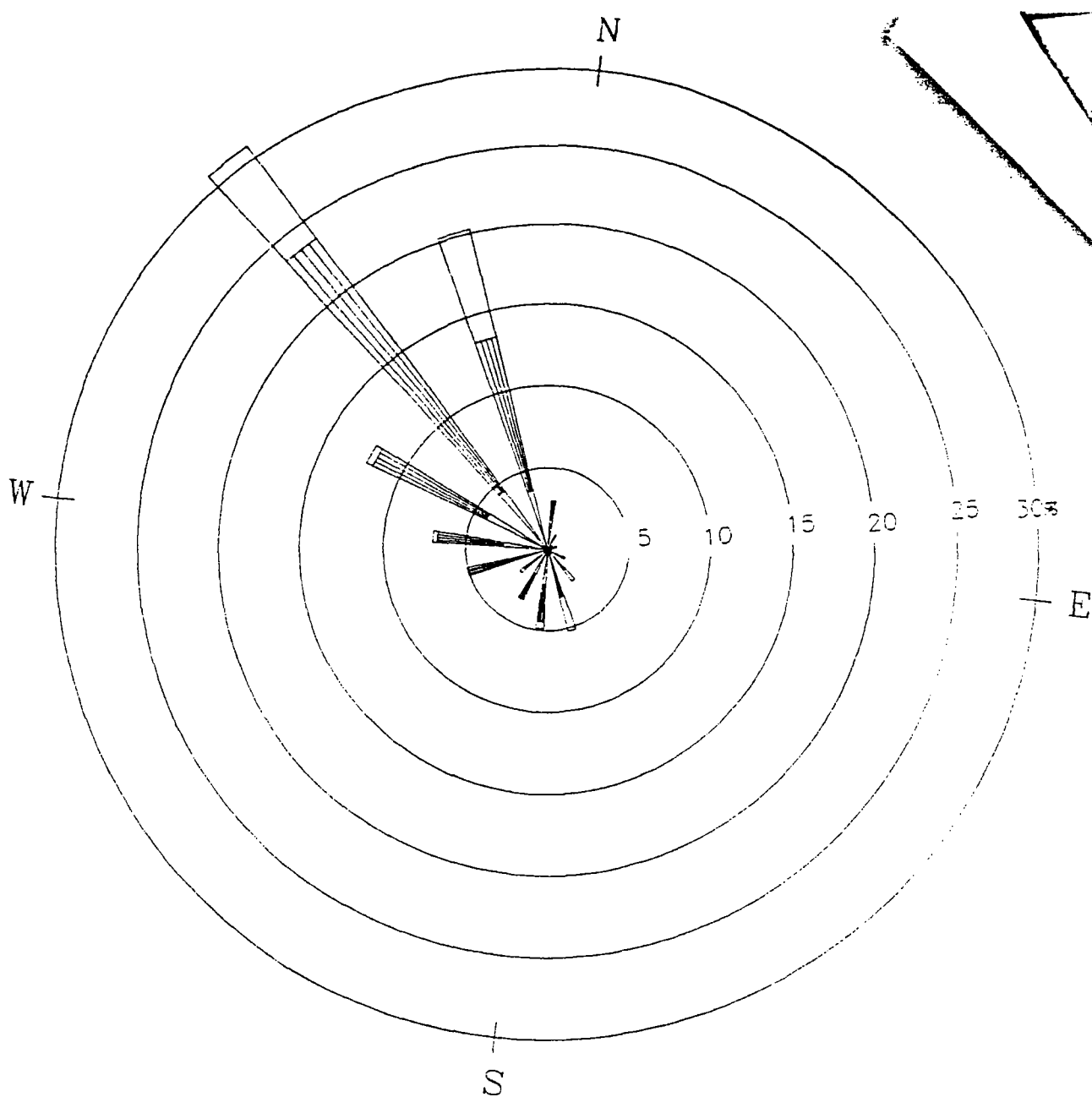
JANUARY 1992

*** WIND SPEED SUMMARY ***

	HOURS																								AVG
DAY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
1	4.1	4.2	5.7	5.0	4.8	4.5	6.2	6.5	5.6	4.9	2.3	3.4	2.9	3.4	3.0	3.5	3.5	4.3	6.2	7.7	10.0	12.0	11.9	11.2	5.7
2	11.8	10.4	10.2	9.8	8.6	8.1	9.9	9.3	11.2	9.8	9.0	8.7	9.6	8.1	8.3	7.2	7.1	5.5	5.7	5.3	4.5	5.2	5.7	8.6	8.2
3	8.3	8.1	7.4	8.8	9.2	9.4	10.4	11.5	13.1	12.0	9.4	6.8	5.2	4.3	2.0	3.7	9.8	13.5	12.2	10.1	9.6	10.7	11.1	14.0	9.2
4	14.9	14.0	13.6	11.5	12.1	12.9	11.4	10.7	12.0	9.8	7.9	6.9	8.7	5.6	4.3	6.0	6.3	6.1	6.1	6.8	7.9	7.3	8.0	8.6	9.1
5	7.4	7.9	9.0	6.9	6.6	6.1	5.2	3.8	3.6	4.2	4.2	7.5	5.9	5.2	7.6	6.6	7.8	7.2	4.0	3.0	6.4	9.3	11.1	9.2	6.5
6	7.8	6.2	8.0	8.7	7.4	7.4	5.8	5.4	5.1	1.9	2.5	1.4	4.0	4.8	3.4	3.3	2.2	2.1	3.1	4.5	4.0	3.5	3.1	3.3	4.5
7	3.3	3.6	3.3	3.4	4.6	5.8	6.8	7.0	8.1	9.0	9.6	8.0	7.5	6.5	6.1	6.7	7.4	6.1	5.0	3.9	3.2	1.8	0.8	0.5	5.3
8	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	7.2	7.1	7.4	8.1	8.4
9	8.6	9.8	10.7	10.9	12.6	13.3	13.8	13.3	12.9	10.9	8.7	8.3	11.5	10.0	11.1	10.4	9.6	10.6	10.9	11.1	11.0	10.5	10.5	9.6	10.9
10	8.1	8.2	10.3	12.1	11.3	11.7	10.1	8.0	9.2	7.8	6.9	7.8	7.5	6.9	4.9	4.4	3.9	5.3	6.2	6.6	6.7	4.3	4.9	4.3	7.4
11	5.0	7.0	5.7	5.9	7.1	7.0	5.8	8.4	6.5	8.2	8.8	8.4	9.4	7.8	7.4	7.6	7.0	7.0	8.1	9.0	8.6	8.5	8.6	9.2	7.6
12	10.0	9.8	12.0	12.7	13.3	13.4	10.8	9.6	9.0	7.5	6.3	6.6	7.7	8.0	6.8	6.3	7.0	6.0	6.4	6.0	6.7	6.9	6.1	4.9	8.3
13	5.0	4.3	4.0	3.8	4.0	3.6	3.1	3.0	2.5	2.2	3.7	1.8	0.7	4.8	4.3	4.5	4.8	4.6	4.4	4.5	5.4	5.6	5.5	5.9	4.0
14	6.5	7.1	8.1	7.7	9.0	8.4	8.3	8.7	11.1	11.1	11.0	12.3	12.4	18.0	18.5	15.6	14.3	10.3	12.1	12.1	11.5	11.3	10.6	10.4	11.1
15	11.1	10.8	10.9	11.1	13.0	12.5	12.8	12.0	10.4	8.0	8.9	8.7	9.7	7.9	8.5	9.9	12.3	12.9	15.3	16.2	15.9	15.1	15.2	14.1	11.8
16	15.4	15.2	15.0	15.4	16.4	16.3	14.0	14.3	15.1	14.4	14.7	15.3	13.9	13.0	13.7	15.3	14.9	14.7	14.7	15.5	14.9	15.8	13.7	15.3	14.9
17	13.6	15.2	13.0	11.8	11.5	12.1	10.3	8.7	8.5	7.0	6.6	7.1	5.4	4.5	3.7	4.0	3.7	4.0	7.0	9.5	9.0	8.8	8.1	8.4	8.4
18	7.9	9.2	9.8	9.9	9.7	10.9	9.6	10.7	9.8	9.5	10.4	10.1	9.6	9.3	11.9	10.9	11.9	10.9	11.2	11.0	10.8	12.4	13.2	14.6	10.6
19	13.3	14.0	12.7	12.8	13.0	13.2	12.8	12.2	12.6	12.5	12.7	11.1	11.5	10.3	11.4	11.8	11.7	12.0	12.9	12.0	11.4	11.3	10.8	10.4	12.1
20	10.3	9.2	10.5	8.1	6.4	6.5	8.5	6.5	6.8	6.4	6.5	4.3	5.3	4.7	4.5	4.0	3.9	2.6	2.4	0.5	0.6	3.5	4.6	5.4	5.5
21	6.2	5.0	5.0	5.4	4.3	3.5	3.4	3.8	1.2	1.4	3.0	4.2	5.4	5.1	5.0	5.8	5.3	3.2	3.7	5.4	6.8	6.9	8.6	10.6	4.9
22	11.4	12.9	13.9	14.2	15.7	15.3	16.1	16.9	12.9	15.1	14.7	13.8	13.8	15.3	15.6	17.4	15.6	13.4	15.2	13.9	14.2	12.6	10.2	9.4	14.1
23	8.2	9.1	10.4	8.5	9.7	10.3	10.4	10.6	9.5	10.2	9.0	9.1	10.2	10.6	9.5	6.9	6.7	6.4	5.7	8.9	7.5	7.2	7.4	6.9	8.7
24	7.1	9.3	8.8	8.7	9.8	9.8	10.5	13.6	12.0	12.5	15.4	17.1	15.9	17.0	15.1	17.0	14.5	13.8	14.5	13.0	16.9	16.5	15.3	12.3	13.2
25	10.1	8.9	7.8	6.9	6.9	6.2	5.5	5.9	7.3	4.2	3.3	4.2	4.4	7.1	7.0	7.3	8.7	8.6	9.5	9.1	7.8	7.2	6.9	7.3	7.0
26	8.7	8.5	9.0	9.0	10.6	10.2	11.8	11.7	11.2	11.6	11.1	11.1	9.4	11.4	12.5	10.8	10.0	7.9	5.1	5.4	5.2	5.7	6.4	6.4	9.2
27	6.4	5.9	3.9	3.1	2.9	3.2	3.4	5.5	7.1	7.3	5.4	5.7	4.3	6.7	4.9	4.0	4.0	3.6	4.4	6.1	6.8	6.5	8.1	7.4	5.3
28	7.2	7.4	7.4	6.3	8.0	6.2	7.0	6.3	5.6	3.6	1.8	3.6	3.3	2.5	3.3	3.7	1.8	2.9	5.1	6.1	5.0	3.9	6.0	7.9	5.1
29	7.0	8.9	9.7	11.1	10.3	9.5	9.7	11.7	11.6	10.3	9.6	11.0	8.7	10.9	9.0	6.7	4.9	3.2	3.7	4.0	4.6	5.8	5.6	6.7	8.1
30	9.2	9.4	9.4	10.4	10.3	9.7	9.2	10.1	9.4	8.8	7.8	7.8	8.1	7.2	6.6	6.7	6.8	6.0	6.5	6.7	6.4	5.5	6.5	6.8	8.0
31	6.8	7.0	6.9	7.4	7.4	6.6	7.9	8.0	7.0	5.4	5.3	5.7	7.3	6.1	6.3	7.0	6.7	6.3	6.4	6.8	6.3	6.8	6.0	5.5	6.6
AVG	8.4	8.6	8.8	8.6	8.9	8.8	8.7	8.8	8.7	8.0	7.6	7.7	7.7	7.9	7.6	7.6	7.6	7.1	7.6	8.0	8.2	8.3	8.3	8.5	

15	318	317	317	315	310	309	309	310	306	314	311	305	312	299	306	296	301	302	300	304	307	307	307	308
16	310	311	314	316	316	317	317	316	317	317	318	316	318	333	329	328	326	326	328	326	320	320	321	323
17	327	321	318	318	314	317	318	313	308	306	308	309	339	335	338	350	337	333	314	314	319	320	319	321
18	317	312	311	316	317	317	316	316	318	318	318	320	319	319	316	313	304	302	296	292	290	296	301	300
19	292	297	295	295	298	300	301	300	300	302	306	309	306	312	313	316	312	310	309	310	308	307	305	304
20	312	318	310	303	287	296	308	284	281	274	283	266	286	328	357	39	37	350	1	297	224	278	294	317
21	309	317	313	318	325	341	341	7	67	176	297	326	316	328	350	351	346	339	322	314	318	314	319	326
22	332	329	322	318	316	314	314	316	318	314	317	317	319	320	321	324	325	325	323	323	325	324	320	319
23	317	316	313	313	313	306	314	316	317	321	324	319	322	321	327	318	308	308	305	311	317	313	306	297
24	290	299	294	290	285	285	298	301	297	287	300	301	303	314	314	313	317	318	317	321	323	330	334	327
25	329	323	319	324	309	304	291	291	294	285	269	257	184	255	247	254	252	238	255	267	275	276	276	285
26	305	317	317	318	321	319	317	316	317	316	314	313	321	316	314	314	319	317	316	312	320	318	304	303
27	300	301	291	276	220	228	230	237	235	229	223	201	204	161	185	9	344	320	250	255	265	260	258	269
28	275	275	286	289	295	293	297	297	303	292	279	316	345	332	292	310	289	252	289	294	294	289	308	317
29	320	322	320	320	321	317	313	316	315	316	317	317	325	325	327	322	310	266	250	254	256	273	285	297
30	314	317	318	319	320	320	318	320	319	318	323	320	322	330	313	318	314	302	290	296	292	276	275	276
31	278	281	278	296	296	295	299	301	293	290	296	292	293	273	263	272	280	272	271	271	278	283	288	288

RESULTANT WINDSPEED= 6.9 (MPH) RESULTANT WIND DIRECTION=307.9 DEG. WIND PERSISTENCE= 84.2%



WIND SPEED CLASS BOUNDARIES
(MILES/HOUR)

NOTES:
 DIAGRAM OF THE FREQUENCY OF
 OCCURRENCE FOR EACH WIND DIRECTION.
 WIND DIRECTION IS THE DIRECTION
 FROM WHICH THE WIND IS BLOWING.
 EXAMPLE - WIND IS BLOWING FROM THE
 NORTH 3.0 PERCENT OF THE TIME.

WINDROSE

GILT EDGE MINE
 PERIOD: FEB. 1992
 SEASON: WINTER

FEBRUARY 1992

HOURS

[illegible]

BROHM MINING CORP.

DEADWOOD SD

FEBRUARY 1992

*** HOURLY SIGMA THETA WIND DIRECTION (DEG) ***

	HOURS																								AVG
DAY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
1	22	19	17	16	16	16	17	14	17	15	18	21	17	27	26	26	33	55	24	14	17	15	14	14	20
2	14	14	17	18	37	24	16	13	12	13	16	18	17	18	18	19	17	18	17	17	17	18	17	17	18
3	17	17	17	17	17	17	17	16	16	17	18	18	21	22	20	20	20	20	20	19	17	14	12	15	18
4	13	12	12	11	11	34	8	13	14	18	21	19	26	72	32	25	30	32	20	21	22	22	22	22	22
5	21	21	19	20	20	19	16	12	10	11	17	21	21	18	19	18	19	19	17	17	16	17	18	17	18
6	17	14	14	15	15	16	16	16	16	17	20	26	23	22	21	21	20	18	12	9	12	16	20	19	17
7	14	15	12	13	13	12	13	10	9	15	20	22	22	38	23	34	11	13	13	12	10	9	11	12	16
8	11	11	14	17	19	19	25	20	39	12	13	49	37	21	24	16	19	57	27	15	9	10	13	13	21
9	12	13	13	18	20	19	17	20	20	21	30	17	17	16	19	19	18	17	15	15	15	15	15	11	17
10	12	12	15	14	18	21	27	20	23	22	12	18	31	29	18	13	13	22	12	9	9	11	11	9	17
11	12	11	10	10	9	8	8	7	8	8	9	11	11	25	18	24	19	25	11	15	15	13	12	35	14
12	45	43	23	51	23	12	10	12	13	16	19	20	21	22	24	21	22	18	17	15	18	17	15	25	22
13	21	19	20	20	22	21	40	40	28	37	21	24	31	30	22	19	12	13	11	13	15	13	15	16	22
14	17	15	20	24	21	13	15	14	16	18	17	18	17	16	17	17	17	18	17	18	16	15	14	13	17
15	12	12	12	17	16	18	16	17	13	14	21	28	34	26	60	76	18	15	11	12	14	17	23	19	22
16	17	19	23	22	43	78	19	21	21	19	34	37	44	31	20	38	31	16	11	9	12	9	11	12	25
17	11	11	13	12	14	14	13	14	15	18	19	18	19	18	18	19	19	19	18	17	18	18	19	17	16
18	18	18	18	19	18	18	17	19	18	18	17	19	20	20	20	21	21	18	14	13	16	17	14	12	18
19	21	21	20	18	22	17	16	20	20	19	21	24	23	24	24	23	23	21	24	25	23	23	22	26	22
20	20	19	20	18	20	19	15	15	16	34	49	21	21	17	18	19	17	12	11	14	18	29	34	34	21
21	20	22	22	21	20	17	17	13	15	17	19	21	21	22	23	24	19	19	68	41	14	14	15	18	22
22	18	21	22	21	17	15	16	15	15	17	19	25	26	27	29	27	30	19	43	53	29	21	15	18	23
23	17	32	25	19	21	15	17	16	18	19	18	18	18	19	18	18	19	18	18	20	20	19	16	17	19
24	15	15	14	27	32	27	23	24	22	16	17	20	19	22	22	19	17	16	15	15	15	16	16	16	19
25	17	17	19	18	18	18	18	16	16	17	19	19	20	20	19	20	20	18	18	16	14	14	15	16	18
26	15	16	16	17	19	19	19	19	18	19	18	19	19	19	19	18	19	19	20	18	19	18	19	19	18
27	18	17	19	20	19	18	19	17	18	19	21	21	21	20	19	20	20	18	17	16	15	16	16	16	18
28	16	16	17	18	18	18	18	19	19	19	19	19	20	21	20	20	20	18	16	15	13	14	12	12	17
29	13	12	16	22	22	22	20	17	17	21	28	35	37	29	31	24	22	23	19	15	13	12	17	20	21
30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0
31	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0
AVG	17	17	17	19	20	20	18	17	17	18	20	22	23	25	23	23	20	21	19	18	16	16	16	18	

FEBRUARY 1992

	HOURS																								AVG
DAY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
1	53	55	56	57	57	57	57	56	55	56	59	61	62	64	64	63	62	57	56	55	53	49	50	50	57
2	50	51	50	49	48	46	45	45	43	43	45	46	47	48	47	46	44	42	41	38	37	35	34	32	44
3	32	32	32	32	32	32	32	31	31	33	34	35	36	35	34	34	33	32	30	29	27	27	26	26	32
4	27	26	29	31	34	36	37	37	37	40	43	44	47	48	47	46	45	44	39	38	38	38	38	37	39
5	37	37	37	37	38	38	38	38	39	42	44	46	46	44	44	42	40	36	34	33	32	30	27	26	38
6	24	24	25	27	27	28	28	28	28	30	33	35	36	36	37	36	36	34	32	31	30	29	27	26	30
7	25	24	24	24	24	23	23	22	20	21	24	27	28	29	28	26	25	24	22	21	20	22	23	22	24
8	21	22	21	20	22	23	24	24	23	23	24	27	29	27	26	24	24	23	20	24	26	28	28	27	24
9	28	28	28	28	29	29	30	30	33	34	31	29	31	29	30	32	31	30	29	28	28	28	28	27	30
10	27	26	26	26	26	27	24	26	29	26	26	32	38	38	36	37	35	27	24	19	17	17	17	15	27
11	13	11	9	8	8	7	6	6	6	7	9	13	18	23	24	23	23	20	19	25	26	28	28	31	16
12	31	34	35	34	32	32	33	35	35	35	38	39	41	41	42	41	41	40	37	36	35	34	35	35	36
13	35	36	35	36	35	35	35	35	35	36	38	38	43	46	46	41	38	37	35	35	38	37	36	38	37
14	39	41	42	43	40	38	37	33	32	31	31	31	32	35	34	35	35	36	34	34	33	32	32	32	35
15	31	32	32	31	31	32	32	32	33	34	38	40	41	41	42	42	40	38	37	35	34	33	34	35	35
16	34	33	32	33	34	33	32	32	33	36	38	40	42	41	39	38	39	39	35	34	33	33	32	32	35
17	31	30	30	30	30	29	28	27	26	27	29	28	28	28	29	28	28	27	26	25	25	25	25	25	28
18	25	24	23	22	21	21	20	21	20	20	21	26	27	28	29	30	30	30	28	27	26	25	26	26	25
19	27	27	27	28	28	30	30	30	31	34	37	39	41	43	44	44	44	43	40	39	39	40	41	38	36
20	27	25	25	23	23	20	18	18	20	22	25	27	30	32	33	32	30	29	29	29	33	37	37	38	28
21	39	39	39	38	38	39	37	37	38	38	41	42	43	42	43	41	40	38	37	36	35	35	37	39	39
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BROHM MINING CORP.

DEADWOOD SD

MARCH 1992

*** WIND SPEED SUMMARY ***

	HOURS																								AVG
DAY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
1	14.3	12.5	13.0	11.2	10.1	13.6	10.8	13.0	13.6	8.6	7.3	7.3	7.0	9.7	9.7	10.6	8.8	8.1	4.4	2.2	13.0	14.3	13.0	11.7	10.3
2	11.4	10.3	11.2	11.4	10.1	7.9	9.0	8.6	6.2	4.8	11.4	10.8	11.7	14.5	13.6	11.7	11.0	8.8	11.7	13.4	11.4	9.2	15.0	13.9	10.8
3	14.7	13.4	9.9	5.3	3.1	8.6	18.5	18.3	15.2	14.3	13.9	15.2	13.6	16.3	17.8	16.9	13.4	8.1	6.8	9.5	9.7	12.5	11.4	15.4	12.6
4	18.5	17.4	16.1	16.5	20.9	24.4	25.3	22.7	22.4	19.8	20.2	24.0	21.6	20.7	21.6	24.2	22.2	13.9	15.0	14.5	14.5	12.1	14.3	16.3	19.1
5	14.3	13.6	12.8	12.3	9.0	3.5	5.1	4.4	5.9	3.7	5.5	7.7	7.3	6.6	6.8	6.4	6.6	7.0	7.9	7.3	9.2	8.4	11.9	15.2	8.3
6	14.7	14.1	13.0	13.9	11.9	9.7	8.8	10.6	11.4	9.9	9.7	8.6	9.7	11.9	14.5	12.8	10.3	9.2	9.5	10.1	9.9	4.8	8.1	9.0	10.7
7	7.7	11.0	16.7	18.0	22.9	15.2	17.8	18.0	10.6	12.8	13.9	11.4	10.8	9.0	8.8	10.1	9.0	7.0	12.1	8.8	10.3	11.9	14.3	8.4	12.4
8	9.7	12.1	13.6	17.6	17.8	20.2	20.7	17.6	21.1	17.2	2.9	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	7.7
9	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1
10	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	5.9	9.7	9.5	13.0	13.9	16.1	17.2	18.7	19.6	20.5	18.9	19.6	16.9	17.8	21.6	21.8	11.2
11	22.0	22.4	26.2	28.4	30.8	28.8	28.8	28.4	29.5	28.6	26.6	30.1	29.5	28.2	24.0	24.0	20.7	23.5	29.3	26.0	26.6	22.2	20.5	20.0	26.0
12	19.4	20.7	18.3	19.1	17.6	16.5	16.9	17.2	18.7	20.9	20.7	22.0	23.1	23.1	21.3	18.0	18.9	14.3	15.6	15.6	15.4	16.1	16.9	15.6	18.4
13	15.8	13.6	13.0	13.2	12.3	14.1	18.3	17.6	21.3	24.9	26.0	22.7	19.6	16.9	18.3	22.0	18.9	19.4	19.6	17.4	16.3	14.3	12.3	11.4	17.5
14	11.2	11.2	11.7	13.2	12.1	10.6	12.8	16.3	14.5	13.6	15.8	16.7	18.5	17.2	15.4	13.0	11.7	9.2	7.9	8.8	8.6	13.2	19.4	19.1	13.4
15	16.7	8.8	6.4	8.4	8.4	11.2	13.0	13.9	11.0	3.7	7.9	13.9	12.8	11.2	11.9	11.7	13.4	10.6	10.6	13.0	15.4	16.9	16.7	15.0	11.8
16	11.9	16.1	14.5	13.9	14.7	13.0	12.5	13.4	14.7	19.4	18.3	16.9	13.2	10.3	15.0	15.2	16.1	13.4	10.6	23.1	26.8	30.4	37.4	34.8	17.7
17	31.0	25.1	7.9	21.6	35.9	46.4	53.5	49.9	52.4	48.8	46.4	48.2	48.2	41.4	38.3	36.3	35.6	32.6	35.4	38.1	30.8	37.0	36.7	32.8	37.9
18	21.3	9.0	3.5	4.0	8.4	7.9	5.9	3.5	7.0	7.5	10.8	12.5	16.1	15.6	15.0	14.3	11.7	8.6	5.7	1.3	1.3	2.2	2.9	6.2	8.4
19	6.8	7.3	6.8	7.9	8.6	8.6	6.2	7.3	8.1	9.7	9.5	9.9	13.9	15.0	15.0	13.9	12.5	16.1	14.5	15.2	15.2	17.4	17.4	12.8	11.5
20	10.1	12.3	15.2	18.5	16.1	15.4	17.2	17.4	17.2	16.5	16.5	16.5	12.3	15.8	18.9	21.1	25.5	22.0	17.4	19.6	21.1	20.5	20.5	23.1	17.8
21	21.6	22.2	20.7	19.4	15.4	13.9	11.2	9.2	8.1	6.6	5.9	5.1	5.7	5.5	5.9	6.8	6.2	7.3	6.8	5.9	8.1	8.1	7.3	7.5	10.0
22	12.8	13.9	14.1	15.4	14.7	17.2	19.4	17.4	13.2	8.6	7.0	8.8	9.5	10.6	11.2	9.9	10.8	15.4	11.2	3.5	1.1	4.2	7.3	12.8	11.2
23	12.1	12.3	11.7	14.1	12.5	12.5	15.0	14.1	8.1	7.5	5.7	10.6	12.3	15.4	16.5	15.2	14.7	11.4	11.9	16.1	17.6	12.1	9.5	7.3	12.3
24	10.8	13.0	14.3	15.8	13.0	11.9	15.8	22.2	24.0	25.1	22.4	22.9	21.6	21.3	19.8	22.7	18.9	19.8	16.1	15.8	15.8	15.6	13.0	13.2	17.7
25	15.2	14.3	11.7	13.6	17.6	15.4	17.6	21.1	21.8	23.3	26.2	27.5	27.3	28.4	23.3	24.9	26.0	26.8	24.6	19.8	15.0	12.5	11.4	10.6	19.8
26	10.6	7.7	7.9	7.3	11.4	16.1	18.0	17.6	15.4	15.8	13.9	16.1	14.5	10.3	10.8	11.9	13.4	17.8	27.1	26.8	20.9	16.7	15.8	16.1	15.0
27	16.1	20.9	20.2	20.7	19.6	18.7	16.3	16.3	15.2	12.1	13.9	13.2	15.6	15.8	14.5	17.2	19.6	16.3	6.6	6.2	10.6	9.0	14.1	9.2	14.9
28	11.9	11.7	12.1	13.9	15.0	14.1	14.1	14.5	14.7	16.5	18.7	18.5	20.2	24.9	27.7	26.6	29.0	26.6	26.6	21.6	18.9	19.1	14.1	15.6	18.6
29	13.4	12.3	9.9	14.1	9.2	2.6	2.4	5.9	15.2	11.7	9.2	10.1	13.6	10.5	14.5	17.2	19.6	19.4	21.6	24.6	22.2	15.8	11.9	9.0	13.4
30	8.8	15.8	14.7	15.6	14.5	11.4	10.6	6.6	7.0	10.8	12.1	9.7	11.7	12.3	18.0	16.9	14.7	14.3	11.0	7.3	7.0	14.5	12.3	11.4	12.1
31	9.2	7.3	7.0	9.5	7.7	10.6	14.3	16.3	16.3	17.8	20.5	21.6	21.8	22.9	21.6	21.3	22.2	18.5	17.6	12.5	7.7	6.4	4.8	4.2	14.1

*** 14.9 15.1 14.6 14.5 15.3 15.4 15.7 15.8 15.9 15.6 14.5 14.1 13.7 13.5 13.5 14.0 13.6

BROHM MINING CORP.

DEADWOOD SD

MARCH 1992

*** WIND DIRECTION SUMMARY ***

HOURS

DAY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1	263	276	285	290	289	303	292	299	300	316	331	355	357	360	352	354	3	65	119	172	170	174	181	194
2	188	222	276	277	282	274	291	309	34	31	120	112	96	52	57	51	97	105	144	163	179	197	169	220
3	253	260	259	267	193	217	223	219	208	206	210	212	207	214	195	193	206	214	182	186	200	188	197	202
4	202	203	199	194	183	174	169	163	155	144	122	121	116	114	122	138	149	151	100	87	91	86	118	152
5	170	174	163	168	161	227	333	334	332	336	357	358	31	9	349	354	357	346	347	339	331	333	310	312
6	312	314	313	316	316	319	319	324	325	327	326	327	302	293	301	290	295	303	305	295	311	344	314	316
7	314	301	303	307	308	312	311	307	320	320	317	323	316	312	344	350	353	46	120	133	134	164	176	184
8	179	176	174	151	166	157	142	140	120	122	129	50	52	50	13	5	9	359	359	359	359	357	351	352
9	351	352	341	331	335	320	318	305	306	306	316	320	321	329	328	326	331	331	328	333	329	331	333	338
10	338	337	337	324	311	310	308	307	307	308	308	318	316	320	317	317	320	319	319	318	321	322	320	319
11	323	320	319	321	323	324	324	325	329	329	328	330	332	328	327	326	321	323	327	330	334	335	330	332
12	331	329	322	329	327	326	323	322	322	323	326	324	328	329	330	331	330	330	320	321	321	316	317	317
13	317	318	320	322	334	326	331	327	329	328	325	328	330	334	334	333	325	323	325	322	318	320	324	336
14	334	332	329	319	323	326	316	305	313	324	331	329	338	347	356	350	351	348	348	15	131	166	157	178
15	173	217	273	279	273	261	249	245	235	226	234	263	281	280	290	275	261	249	228	220	221	223	231	258
16	269	260	284	293	303	321	321	331	331	340	340	348	354	351	2	22	34	59	79	121	140	150	159	161
17	176	178	202	160	161	173	175	174	176	175	178	177	173	166	166	161	171	171	163	160	162	159	164	171
18	171	186	276	344	344	331	318	19	140	123	116	122	146	120	118	114	119	112	112	95	346	336	327	312
19	317	329	324	319	317	321	319	324	322	316	314	319	353	335	332	321	320	313	310	308	309	308	308	299
20	278	269	261	253	250	247	240	236	241	256	272	350	351	316	302	303	307	312	321	319	330	327	330	329
21	328	331	333	331	335	338	334	326	323	321	326	330	339	343	347	346	336	351	350	318	298	297	293	292
22	304	307	304	298	295	297	301	304	295	297	296	352	354	348	350	356	352	18	38	50	300	283	287	296
23	296	296	291	295	290	291	295	299	326	8	20	55	53	59	57	46	41	88	128	159	172	183	203	231
24	295	309	308	309	314	319	319	330	330	328	329	328	327	327	330	333	337	336	332	329	326	318	329	321
25	314	317	317	310	307	302	306	306	307	308	311	314	313	309	308	312	316	323	325	331	332	328	329	326
26	332	331	327	324	314	311	311	312	317	326	339	340	358	4	22	60	129	132	155	165	179	186	205	211
27	204	202	205	214	214	230	255	255	253	240	243	230	218	211	233	242	245	233	250	287	294	258	252	269
28	294	304	323	320	322	324	327	328	331	336	331	343	348	352	354	346	354	354	354	355	357	355	345	347
29	347	353	357	17	39	120	203	176	155	134	95	38	57	38	78	119	125	125	134	162	178	180	170	271
30	277	258	262	261	262	275	289	300	312	7	5	4	6	2	12	359	351	349	346	357	347	17	4	11
31	19	355	10	355	324	341	341	346	352	347	348	344	347	354	354	351	353	348	354	353	356	3	312	278

BROHM MINING CORP.

DEADWOOD SD

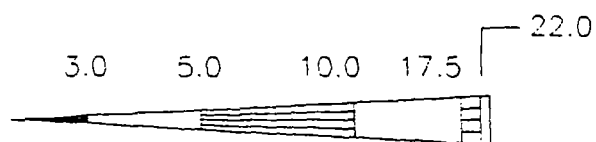
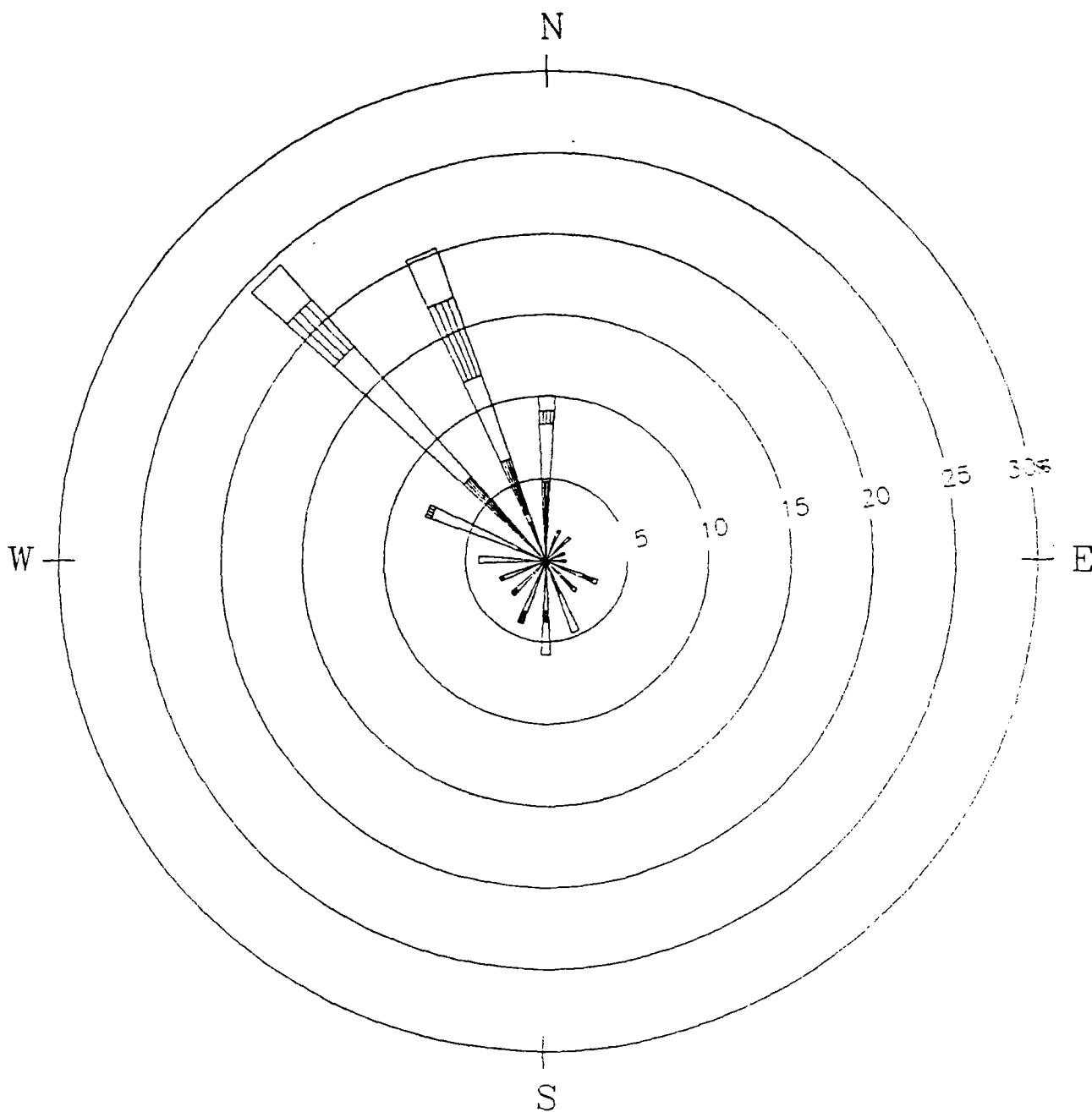
MARCH 1992

*** WIND FREQUENCY SUMMARY ***

DIR--- SPEED (MPH)	N	NNE	NE	ENE	E	ESE	SE	SSE	S	SSW	SW	WSW	W	WNW	NW	NNW	TOTAL
0.3 - 3.0	1.5	0.1	0.4	0.0	0.1	0.1	0.1	0.0	0.1	0.1	0.0	0.0	0.0	0.1	1.9	2.6	7.3
3.1 - 5.0	0.0	0.3	0.1	0.0	0.0	0.1	0.0	0.0	0.0	0.1	0.3	0.0	0.3	0.1	0.1	0.5	2.0
5.1 - 10.0	3.4	0.7	0.3	0.1	0.1	0.5	0.4	0.1	0.8	0.7	0.5	0.4	1.1	1.6	4.8	3.5	19.1
10.1 - 17.5	3.5	0.8	1.2	1.1	0.9	1.6	0.8	1.3	2.2	2.4	1.7	2.4	2.8	5.6	10.8	5.4	44.6
17.6 - 22.0	0.8	0.1	0.0	0.0	0.0	0.7	0.9	0.7	0.7	0.8	0.4	0.3	0.0	0.4	3.9	5.1	14.8
22.1 - 30.0	0.9	0.0	0.0	0.0	0.0	0.3	0.3	0.9	0.4	0.0	0.0	0.0	0.0	0.0	2.8	3.1	8.7
30.1 - 40.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.5	0.5	0.0	0.0	0.0	0.0	0.0	0.1	0.1	2.3
40.1 - 50.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.9
OVER 50.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.3
TOTAL	10.1	2.0	2.0	1.2	1.2	3.4	2.6	4.7	5.8	4.2	3.0	3.1	4.2	7.9	24.5	20.3	
AVG. SPEED	11.2	10.0	9.3	13.1	11.2	14.1	15.2	24.3	22.5	14.2	12.7	14.5	11.2	11.9	14.2	14.2	

CALM HOURS= 0.0% TOTAL HOURS WITH BOTH SPEED AND DIRECTION= 744 AVERAGE WIND SPEED= 14.3 (MPH)

RESULTANT WINDSPEED= 5.3 (MPH) RESULTANT WIND DIRECTION=307.6 DEG. WIND PERSISTENCE= 36.8%



WIND SPEED CLASS BOUNDARIES
(MILES/HOUR)

NOTES:
DIAGRAM OF THE FREQUENCY OF
OCCURRENCE FOR EACH WIND DIRECTION.
WIND DIRECTION IS THE DIRECTION
FROM WHICH THE WIND IS BLOWING.
EXAMPLE - WIND IS BLOWING FROM THE
NORTH 10.1 PERCENT OF THE TIME.

WINDROSE

GILT EDGE MINE
PERIOD: MAR. 1992
SEASON: SPRING

BROHM MINING CORP.

DEADWOOD SD

MARCH 1992

*** HOURLY ATMOSPHERIC STABILITY ***

HOURS

DAY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1	B	B	C	C	C	D	D	D	D	C	B	A	A	A	A	B	A	B	A	E	E	D	D	C
2	C	B	B	B	B	B	D	C	A	A	D	B	A	B	B	A	A	C	C	D	D	C	B	C
3	B	B	C	B	A	B	C	C	C	B	A	A	A	A	B	A	B	B	D	D	C	C	C	C
4	C	C	C	C	C	D	E	E	E	E	D	C	C	C	C	B	C	A	C	B	A	A	D	C
5	D	D	E	E	D	A	B	B	C	A	B	B	A	A	B	B	A	B	B	B	C	C	C	D
6	D	D	C	C	C	C	C	C	C	C	C	A	A	A	B	B	B	B	B	B	B	C	C	C
7	C	B	C	C	C	C	C	C	B	A	B	B	A	A	A	B	B	A	C	D	C	D	E	C
8	C	D	D	D	D	D	D	D	D	D	C	C	F	E	C	C	C	C	C	C	C	C	C	C
9	C	C	B	C	C	C	C	D	D	D	C	B	C	F	E	E	D	E	D	C	C	C	D	F
10	F	F	F	D	E	F	E	F	F	F	F	C	B	B	B	C	C	C	C	C	C	C	C	C
11	B	C	C	C	C	B	C	C	C	C	B	B	B	B	B	B	B	C	C	C	C	C	B	C
12	C	B	B	C	C	C	C	C	C	C	B	C	B	B	C	B	B	C	C	C	C	C	C	C
13	C	C	C	C	C	C	B	B	B	B	B	B	B	B	B	B	B	C	C	C	C	C	C	C
14	C	D	C	C	C	C	C	D	C	B	B	B	B	B	B	A	B	C	C	B	A	D	E	D
15	D	A	B	B	B	B	C	C	C	B	A	A	A	A	A	A	A	B	C	C	C	C	E	B
16	B	B	B	D	C	C	C	D	C	C	B	B	B	A	A	A	B	B	B	B	D	D	E	D
17	D	D	A	D	D	D	D	D	D	D	D	D	D	C	C	C	C	C	D	E	E	D	D	D
18	D	A	A	C	C	C	C	A	B	C	E	D	C	D	D	E	E	E	D	C	B	C	D	D
19	D	D	D	D	D	C	C	C	C	C	B	A	B	B	B	B	B	B	C	C	C	C	C	C
20	B	B	B	B	B	B	C	C	B	B	A	A	B	B	A	B	B	B	B	C	C	B	B	B
21	C	C	B	B	B	B	B	B	B	B	B	B	A	A	B	B	B	B	B	A	D	D	D	D
22	D	D	D	D	D	D	D	C	B	A	A	A	A	B	A	A	B	B	B	A	A	C	C	E
23	E	D	C	D	C	C	D	D	B	A	A	A	A	A	A	A	B	A	C	E	E	D	B	B
24	D	D	D	D	C	C	C	C	C	B	C	C	C	B	B	B	B	B	C	C	C	C	C	C
25	C	C	C	C	C	C	C	C	C	B	B	B	B	B	B	B	B	B	C	B	B	B	C	C
26	C	C	C	C	D	D	C	C	C	B	B	A	A	A	A	A	A	B	C	D	D	C	C	C
27	C	C	C	C	C	B	B	B	B	B	A	A	A	A	A	A	A	B	A	A	B	B	B	B
28	D	D	D	D	C	C	C	C	C	B	B	B	A	B	B	B	B	B	B	B	B	C	B	B
29	B	B	C	C	C	A	C	C	D	A	A	A	A	A	A	C	B	B	C	D	D	C	B	B
30	B	B	B	B	B	B	C	A	A	C	B	A	A	A	A	B	B	B	B	C	C	D	C	D
31	C	C	C	C	C	B	C	C	B	B	B	A	A	B	B	B	B	B	B	C	C	C	A	C

BROHM MINING CORP.

DEADWOOD SD

MARCH 1992

*** HOURLY SIGMA THETA WIND DIRECTION (DEG) ***

DAY	HOURS																								AVG
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
1	20	21	18	16	16	12	12	13	10	17	21	41	41	34	25	23	36	22	24	7	6	9	9	15	20
2	14	23	21	21	19	21	12	15	30	48	12	23	32	23	23	25	31	18	17	12	13	15	19	16	21
3	21	19	17	19	36	22	17	16	17	20	26	31	34	25	23	25	23	21	13	12	15	14	16	15	21
4	16	16	16	15	14	9	8	7	6	8	12	14	16	15	14	20	17	33	18	22	34	26	13	14	16
5	9	9	7	5	10	64	23	22	18	24	23	22	31	24	21	21	24	21	20	22	18	18	15	12	20
6	12	13	14	16	16	18	16	17	17	17	18	24	25	24	20	22	21	20	21	19	19	22	17	16	19
7	18	21	18	17	16	16	17	16	20	24	21	22	35	36	38	21	21	68	17	13	16	10	8	16	22
8	14	10	11	9	9	10	10	12	12	12	15	18	4	5	16	16	17	15	16	15	15	15	15	15	13
9	16	17	20	18	18	18	17	12	12	13	17	20	15	1	7	8	9	7	12	16	14	14	11	1	13
10	1	0	0	10	7	1	7	0	0	0	0	14	19	19	20	17	18	17	15	14	17	17	16	17	10
11	19	18	18	18	18	19	18	17	18	18	20	19	19	19	19	20	19	18	18	17	18	18	19	18	18
12	17	19	19	17	17	17	16	16	16	18	19	17	19	19	18	21	20	18	16	17	16	16	15	15	17
13	15	15	15	16	17	16	19	19	19	19	19	21	22	23	21	21	19	18	18	16	16	17	16	15	18
14	15	13	14	15	15	14	15	13	16	19	21	20	23	22	22	24	20	17	16	23	25	10	7	10	17
15	11	31	19	19	20	20	17	15	18	23	45	25	33	38	43	29	24	23	14	14	15	16	17	21	23
16	22	20	21	10	14	15	14	13	16	18	20	22	23	24	25	26	20	21	22	19	12	11	8	11	18
17	10	13	27	12	9	11	9	10	9	10	13	12	12	15	14	16	15	15	12	8	8	9	10	12	12
18	12	30	48	16	16	18	16	67	20	15	8	12	14	12	10	8	7	8	9	18	19	15	13	11	18
19	12	9	12	13	13	14	15	16	18	17	21	27	22	23	21	22	22	19	16	15	16	15	14	18	17
20	21	22	21	19	19	19	18	17	19	23	24	25	23	23	27	23	19	19	21	18	18	19	19	20	21
21	17	17	19	19	20	19	19	21	20	21	22	22	26	28	21	23	22	23	20	25	11	9	9	11	19
22	11	12	12	10	12	13	12	14	19	26	38	38	35	23	24	26	21	19	19	45	67	15	15	8	22
23	8	11	17	13	17	16	9	10	21	24	33	37	30	32	32	25	22	31	15	7	8	11	19	23	20
24	10	12	12	12	14	16	15	18	16	19	18	18	18	19	21	21	21	19	18	17	16	18	16	16	17
25	16	15	15	15	15	17	16	16	18	20	21	19	21	20	20	19	20	20	18	22	19	19	18	17	18
26	16	17	15	15	13	13	14	15	17	20	23	24	24	33	31	39	38	20	16	11	11	15	16	14	20
27	15	17	17	16	16	20	19	21	20	23	26	33	30	31	32	29	24	21	35	26	22	23	19	23	23
28	9	13	13	13	14	14	14	16	18	20	20	23	24	23	21	22	22	21	20	21	21	21	18	20	18
29	20	20	18	15	18	30	15	16	10	25	53	39	24	26	38	18	21	20	16	13	10	15	19	23	22
30	20	19	21	20	21	22	14	24	25	17	21	29	26	27	25	23	22	21	20	17	17	13	15	11	20
31	15	17	17	18	17	19	16	18	20	22	23	24	24	20	22	22	23	20	19	18	18	14	32	14	20
AVG	15	16	17	15	16	18	15	17	17	19	22	24	24	23	23	22	21	21	18	17	18	15	15	15	

ct Nov Dec

(Values in inches of water)

Tot.	0.05	0.13	0.06
Max.	0.02	0.10	0.03

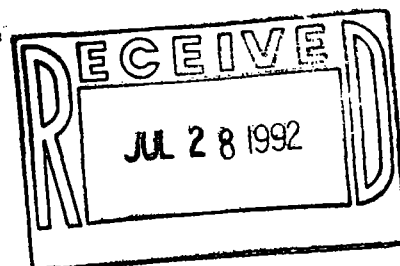


DATE: JULY 27, 1992

TO: DAVID LAYMAN

FROM: JIM BARRON

A handwritten signature in cursive script, appearing to read 'Jim', is written over the name 'JIM BARRON'.



SUBJECT: FINANCIAL ASSURANCE COVERAGE

Attached are responses to questions posed in the Plant Insurance Company questionnaire. If you need any more information please let me know. Hopefully this will result in a site visit by a Planet representative soon so that the coverage can be finalized by September 1, 1992.



MinVen Gold Corporation

July 28, 1992

Jim Price
Marsh & McLennan
One United Bank Center
1700 Lincoln Street, Suite 4900
Denver, CO 80203-4549

Dear Jim:

Re: Financial Assurance Coverage

Enclosed you will find one (1) completed application to Planet Insurance in respect of obtaining financial assurance insurance for the Gilt Edge Mine located in South Dakota.

Should you have any questions, do not hesitate to call.

Yours very truly,

MinVen Gold Corporation

David J. Layman
Vice-President, Administration,
Controller and Secretary

DJL:sg

PLANET INSURANCE COMPANY

- 1.) Brohm Mining Corporation
 - a. DNA
 - b. P.O. Box 485, Deadwood, SD 57732
 - c. Gilt Edge Mine
- 2.) Partnership
- 3.) Five years
- 4.) Sales:
 - a. 24,000 Ounces of Gold
 - b.

1991,	1990,	1989,	1988,	1987
30,302 oz.	33,133 oz.	17,160 oz.	6,660 oz.	0
- 5.)
 - a. Open pit heap leach gold and silver mine. Start up in 1987. Gold and silver recovery by Merrill-Crowe system. Historic underground mining and associated milling occurred from late 1800's to late 1930's.
 - b. Ore/waste rock is produced from mine by surface mining method. Waste rock is delivered to modified valley-fill repository. Ore is crushed to -1" size and carried to triple-lined (clay, fml, fml) leach pad. A diluted cyanide solution is applied to ore. Dilute cyanide solution is piped to plant where gold/silver is recovered.
 - c. No lawsuits have been filed against Brohm Mining Corporation, however the technical information project of Rapid City, SD is threatening legal action if Brohm Mining Corporation does not obtain a traditional NPDES permit from the EPA. Brohm and its legal counsel have been in contact with EPA, and it appears the lawsuit may not come to pass.
 - d. See attached Organizational chart.
 - e. Employees trained in accordance with 30CFR part 48. Additional training on an "as-needed" basis conducted. Separate and unique one time training by vendors (DuPont, DeGussa, etc).

f. Company official is member of the County LEPC which has recently updated its emergency planning in accordance with "Sarah Title III". Company reports regularly to the County Planning and Zoning administration. Company officials work closely with South Dakota DENR on nearly a daily basis. Other than

MSHA, company dealings with Federal agencies is on a sporadic basis.

6.) a. See attached site plan. Attachment III.

b. See attached site plan. Attachment III.

c. No

d. See Attachment III.

e. No domestic or commercial uses within 1 mile of property boundaries,

f. No.

g. Facility is accessed via private access road through main gate located at Administration building operated by remote controllers. Access to property is through ancillary routes controlled by fences/locked gates. Ancillary access is primarily by abandoned logging trails. Facility product is under constant video, IR and motion detector type electronic surveillance. Security system is monitored at a remote central monitoring location.

h. Employee training is in compliance with 30CFR part 48, additional training on "as-needed" basis supplied in-house or by applicable vendors i.e. DuPont, DeGussa, etc. An employee safety incentive program is in place.

i. Portable fire extinguishers are located throughout facility as per regulatory requirements. Plant has dedicated firefighting system (standardized hoses, fittings, and piping compatible with local fire department(s)). Also in place are dedicated fire suppression pumps, back up electrical system and 60,000 gallon water storage, in accordance with local zoning ordinances and NFPA recommendations.

j. A spill contingency plan is in place, updated yearly, facility personnel involved in LEPC. South Dakota Mining Association sponsors a Technical Advisory Committee. Several employees have EMT status.

7.) a. N/A

b. N/A

d. No

e. N/A

f. No

g. Storm water discharge points only. See attached site plan. Attachment IV.

h. N/A

i. No

8.) a. Yes

1. See Attachment I. Types of materials

Hydrogen Peroxide	Lead Nitrate	Zinc
Descalent	Caustic Soda	Sulfuric Acid
Sodium Cyanide	Borax	Sodium Nitrate
Fluorospa	Diatomaceous Earth	Soda Ash
Carbon Dioxide	L.P. Gas	Lime
ANFO		

2. Normal operational quantities.

3. See Attachment I.

4. No permitted limits.

b. See Attachment I.

<u>Tank No.</u>	<u>Material</u>	<u>Capacity</u>	<u>Age</u>	<u>A/G or U/G</u>	<u>Diked</u>
1 & 2	Hydrogen Peroxide	8,000 gal	3 yrs	A/G	No
	Liquid	10,000 gal			
3 & 4	Propane	10-12,000 gal	5 yrs	A/G	No
	Diesel	10,000 gal	unknown	A/G	Yes
	Gasoline	1,000 gal	unknown	A/G	Yes
	Carbon Dioxide	8,000 gal	unknown	A/G	No

c. No

d. Yes. See Attachment V.

9.) a. No

b. NO

10.) a. See Attachments VI & VII.

COMPLETION OF THIS FORM DOES NOT BIND COVERAGE. APPLICANT'S ACCEPTANCE OF COMPANY'S QUOTATION IS REQUIRED PRIOR TO BINDING COVERAGE AND POLICY ISSUANCE. IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE POLICY.

Applicant: _____

By: _____ (Title) Date: _____

Agent/Broker: _____

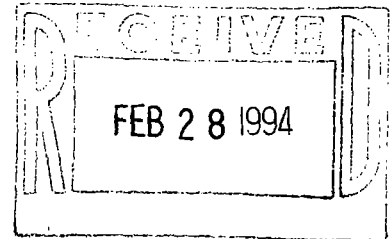
Address: _____

If an order is received, the application is attached to the policy so it is necessary that all questions be answered in full.

11.) a. No. Settled without going to court.

b. No

c. No



February 23, 1994

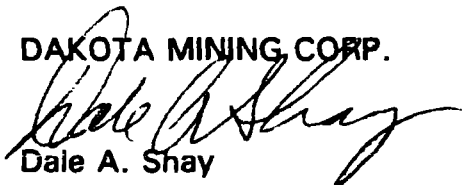
**Michael Cabirac
Consulting Services Inc.
415 Eagleview Blvd. Suite 115
PO Box 640
Exton, PA 19341-0640**

Dear Mr. Cabirac:

Per your request for additional Brohm Mining Corporation information for your environmental risk assessment survey (Planet Insurance Co. - Pollution Clean-up Coverage), I have enclosed the documents requested by CSI. Should you require additional information, please let me know.

Sincerely,

DAKOTA MINING CORP.



**Dale A. Shay
Director of Environmental Affairs**

DS:sm

Enc.

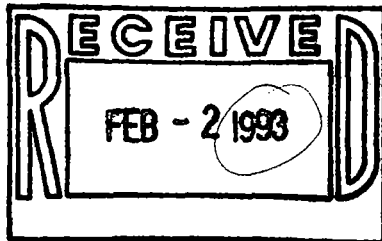
**cc: Rod J. MacLeod (w/o enc.)
J.C. Sowers (w/o enc.)**

correspinsures.das

Marsh & McLennan, Incorporated
One Norwest Center
1700 Lincoln Street, Suite 4900
Denver, Colorado 80203-4549
Telephone 303 861 7111

FAX 303 861 8123

February 1, 1993



MARSH &
MCLENNAN

Mr. Martin Quick
MINVEN GOLD CORPORATION
410 Seventeenth Street, Suite 2450
Denver, Colorado 80202

RE: POLLUTION LEGAL LIABILITY
POLICY NO.: NTA2509593

Dear Martin:

Enclosed is the original policy for the new Pollution Legal Liability coverage which was effective January 18, 1993. In addition, I have enclosed a copy of the letter from Brian Lynch which clarifies the issues that Roxanne Giedd had questions regarding.

Please review the enclosed and let me know if you have any questions.

Sincerely,

Jennifer Hill
Client Manager

JH/ci

Enclosure

PLANET INSURANCE COMPANY
MADISON, WISCONSIN

NAMED
INSURED MINVEN GOLD CORP./BROHM MINING CORP.
AND P.O. Box 485
POST Deadwood, SD 57732
OFFICE

POLLUTION LEGAL LIABILITY

DECLARATIONS

THIS IS A CLAIMS-MADE POLICY—PLEASE READ CAREFULLY

POLICY NUMBER: NTA2509593

Item 1: NAMED INSURED MINVEN GOLD CORP./BROHM MINING CORP.

ADDRESS P.O. Box 485

Deadwood, SD 57732

Item 2: POLICY PERIOD

FROM January 18, 1993 TO January 18, 1994
12:01 A.M. standard time at the address of the NAMED INSURED shown above.

Item 3: LIMIT OF LIABILITY, up to \$ 286,000 each LOSS

\$ 286,000 Total for all LOSSES

Item 4: RETENTION \$ 50,000 each LOSS

Item 5: COVERED LOCATION(S) Gilt Edge Mine

Deadwood, SD

Item 6: POLICY PREMIUM \$ 10,000

Item 7: EXTENDED DISCOVERY CLAUSE DATE January 18, 1993

Broker: Marsh & McLennan, Inc.
1700 Lincoln Street, Suite 4900
Denver, CO 80203-4549


Authorized Representative BL/sm 1/18/93

ENDORSEMENT #1

This endorsement, effective 12:01 a.m., January 18, 1993 forms a part of Policy No. NTA2509593 issued to MINVEN GOLD CORP./BROHM MINING CORP. by Planet Insurance Company.

It is hereby agreed upon that this policy does not apply to LOSS arising out of the following:

- 1) Radioactive Matter Exclusion: the actual, alleged or threatened exposure of person(s) or property to any radioactive matter except where specifically endorsed onto the policy.
- 2) Non-Owned Disposal Site Exclusion: from waste or materials transported via automobile, aircraft, watercraft or rolling stock beyond the boundaries of the covered locations identified in the Declarations.
- 3) Underground Tank and Underground Piping Exclusion: the presence or use of any underground tank or underground piping to or at the covered locations identified in the Declarations.
- 4) Absolute Asbestos Exclusion: the actual, alleged or threatened exposure to person(s) or property to any asbestos matter.
- 5) Superfund Exclusion: locations designated as being either proposed for or on the National Priorities List or on any state "Superfund" list unless specifically scheduled onto the policy by endorsement.

All other terms and conditions remain the same.



(Authorized Representative)

ENDORSEMENT #2

This endorsement, effective 12:01 a.m., January 18, 1993 forms a part of
Policy No. NTA2509593 issued to MINVEN GOLD CORP./BROHM MINING CORP.
by Planet Insurance Company.

It is hereby agreed upon that the following entity will be included as an
Additional Insured, but solely as respects liability arising out of Minven Gold
Corp./Brohm Mining Corp.'s ownership, operation, maintenance or use of the
location covered under this policy.

ADDITIONAL INSURED

State of South Dakota

All other terms and conditions remain the same.



(Authorized Representative)

PLANET INSURANCE COMPANY
MADISON, WISCONSIN

APPLICATION FOR POLLUTION LEGAL LIABILITY INSURANCE
(Include 10K report, annual report, and flow chart of process if available.)

THIS IS AN APPLICATION FOR A CLAIMS MADE POLICY

1. NAMED INSURED: (Include All Subsidiary Companies to be Covered) _____

Brohm Mining Corporation

CONTACT NAME: Myron Anderson TITLE: Director of Environmental Affairs

EPA IDENTIFICATION NUMBER(S): DNA

POST OFFICE ADDRESS: P. O. Box 485, Deadwood, S.D. 57732

TELEPHONE: (605) 578-2107

LOCATIONS TO BE COVERED: _____

2. NAMED INSURED IS:

☒ Partnership ☐ Corporation ☐ Joint Venture ☐ Other _____

3. HOW LONG HAS THE NAMED INSURED BEEN IN BUSINESS? Five Years

4. SALES:

A) ESTIMATED (Ensuing Year): 27,000 Ounces of Gold

B) LAST 5 YEARS: 19 91 19 90 19 89 19 88 19 87
Ounces: 30,302 33,133 17,160 6,660 0

5. DESCRIBE THE PAST USES OF THE LOCATION(S), INCLUDING ANY INACTIVE OR CLOSED LANDFILLS OR SURFACE IMPOUNDMENTS:

Open pit heap leach gold and silver mine. Start up in 1987. Gold and silver
recovery by Merrill-Crowe system. Historic underground mining and associated milling
occurred from late 1800's to late 1930's.

6. DESCRIBE THE FACILITY OPERATIONS, INCLUDING MANUFACTURING OR PRODUCTION PROCESSES AND ANY WASTE TREATMENT OR DISPOSAL ACTIVITIES. (ATTACH A SITE DIAGRAM OUTLINING BUILDINGS, STORAGE AREAS, TANKS, ETC.): _____

(Same as 5B of previous form) No waste treatment as disposal activities are applicable.

7B-LIST OF PROCESS MATERIALS USED AT GILT EDGE

<u>Description</u>	<u>Per Year</u>	<u>Method of Any One Time</u>	<u>Storage</u>
Borax	23,400#	450# per week	Bag
Sodium Nitrate	4,680#	90# per week	Bag
Soda Ash	4,680#	90# per week	Bag
D.E.	60,800#	39# per week	Bags
L. P. Gas	36,365 gal.	-	Above
Zinc	72,800#	1,400# per week	Cans
Sulfuric Acid	50 gal.	-	glass container/drum
Lime		(Crusher is down)	
Caustic	(5) 55 gal. Drum per year		
Sodium Cyanide	312,000#	6,000# per week	Flow Bins
Peroxide		500,000#/1 lb./ton of ore	
Descalent	10,800 gallons per year		
Fluorospar	4,680#	450# per week	Bag
Lead Nitrate	1,500#	4# per day	Drums

7. PLEASE LIST: A. RAW MATERIALS USED AT LOCATION N/A
 B. PROCESS MATERIALS USED AT LOCATION:
 (Plating agents, degreasers, heat treating agents, cleaning solvents, etc.)
 (Please use additional sheet if space provided is insufficient.)

DESCRIPTION	QUANTITY OF MATERIAL			METHOD OF STORAGE	
	PER YEAR	ANY ONE TIME	DRUM	UNDERGROUND TANK	ABOVEGROUND TANK
<u>B - See List</u>	<u>Attached</u>				

8. HAS THERE BEEN ANY CHANGE IN PROCESS DURING THE LAST 5 YEARS THAT HAS ALTERED (LESSENERED OR INCREASED) THE RISK OF POLLUTION LIABILITY? YES X NO

IF SO, GIVE DETAILS: _____

9. DO YOU HAVE AN ENVIRONMENTAL SAFETY COMMITTEE OR ANY EMPLOYEES VESTED WITH SPECIFIC RESPONSIBILITY FOR ENVIRONMENTAL CONTROL? X YES NO

IF SO, DESCRIBE THEIR DUTIES AND TO WHOM THEY REPORT: The Director of Environmental Affairs
and his assistant report to the General Superintendent who has overall site
responsibility for production, administrative and environmental matters.

10. ARE THERE ANY STATUTES, STANDARDS, OR OTHER CITY, STATE AND FEDERAL REGULATIONS RELATING TO THE PROTECTION OF THE ENVIRONMENT WHICH APPLY TO ANY LOCATION WITH WHICH YOU CANNOT AT PRESENT COMPLY? YES X NO

IF SO, GIVE DETAILS: _____

11. EFFLUENT TREATMENT AND DISCHARGE:

COMPOSITION	TREATMENT PROCESS	DISCHARGE TO	HOW MANY YEARS	QTY/YR
	<u>N/A</u>			

12. SEMI-SOLID AND SOLID WASTE DISPOSAL:

A. ON-SITE DISPOSAL (LANDFILL, SURFACE IMPOUNDMENT, DEEPWELL INJECTION, ETC.)

COMPOSITION	QTY/YR	DISPOSAL METHOD	EPA/STATE PERMITTED
<u>N/A</u>			

FOR LANDFILLS OR SURFACE IMPOUNDMENTS, INDICATE SIZE, TYPE OF LINER, ANY MONITORING WELLS, LEACHATE COLLECTION.

B. OFF-SITE DISPOSAL

<u>COMPOSITION</u>	<u>ON-SITE STORAGE METHOD</u>	<u>LENGTH OF STORAGE</u>	<u>QTY/YR</u>	<u>DISPOSAL FACILITY</u>
<u>N/A</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

13. TRANSPORTER INFORMATION:

	<u>1</u>	<u>2</u>	<u>3</u>
NAME OF WASTE HAULER	<u>N/A</u>	<u> </u>	<u> </u>
EPA ID #	<u> </u>	<u> </u>	<u> </u>
STATE ID #	<u> </u>	<u> </u>	<u> </u>

14. AIR EMISSIONS:

<u>NATURE:</u>	<u>COMPOSITION:</u>
TOXIC GASES & VAPORS	<u>N/A</u>
IRRITANT GASES	<u>N/A</u>
MALODOROUS GASES & VAPORS	<u>N/A</u>
ASPHYXIANTS	<u>N/A</u>
AEROSOLS	<u>N/A</u>

VOLUME PER YEAR (WHERE KNOWN): N/A

DESCRIBE METHODS AND EQUIPMENT USED FOR COLLECTION AND TREATMENT OF POLLUTING AIR EMISSIONS:

N/A

15. THE LOCATION'S SURROUNDING ENVIRONMENT:

- A. PLEASE DESCRIBE THE PROPERTIES IMMEDIATELY ADJACENT TO THE LOCATION(S) TO BE COVERED:

Blackhills National Forest and Associated Forest Plant Community

- B. PLEASE DESCRIBE THE NATURE OF OTHER INDUSTRIES LOCATED WITHIN A RADIUS OF 3 MILES:
Homestake Mining Company (the oldest gold mine in North America) is located
approximately 3 miles to the North West.

16. ADDITIONAL INFORMATION:

- A. PLEASE ATTACH THE LATEST MONITORING RESULTS FOR FACILITY EFFLUENT DISCHARGES, AIR EMISSIONS, LANDFILLS OR SURFACE IMPOUNDMENTS.
- B. PLEASE ATTACH A SCHEDULE OF ALL STORAGE TANKS INCLUDING THE FOLLOWING INFORMATION: CAPACITY, AGE, ABOVE OR BELOW GROUND, SPILL CONTAINMENT METHODS, CONTENTS, STEEL OR FIBERGLASS, TYPE OF INVENTORY CONTROL, TESTING METHODS. (See previously submitted information)

17. RECORD:

- A. HAVE YOU DURING THE LAST 5 YEARS BEEN PROSECUTED FOR CONTRAVENTION OF ANY STANDARD OR LAW RELATING TO THE RELEASE FROM THE LOCATION OF A SUBSTANCE INTO SEWERS, RIVERS, SEA, AIR OR INTO LAND? ____ YES ☒ NO

IF SO, GIVE DETAILS: _____

- B. PLEASE DESCRIBE ANY POLLUTION CLAIMS DURING THE LAST 5 YEARS (IF NONE, PLEASE SO STATE): _____

None

- C. AT THE TIME OF SIGNING THIS APPLICATION, ARE YOU AWARE OF ANY CIRCUMSTANCES WHICH MAY REASONABLY BE EXPECTED TO GIVE RISE TO A CLAIM UNDER THIS POLICY? ____ YES ☒ NO

IF SO, GIVE DETAILS: _____

THE APPLICANT REPRESENTS THAT THE ABOVE STATEMENTS AND FACTS ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED.

*NOTICE TO NY APPLICANTS:

Any person who knowingly and with intent to defraud any Insurance Company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any false material thereto, commits a fraudulent insurance act, which is a crime.

COMPLETION OF THIS FORM DOES NOT BIND COVERAGE. APPLICANT'S ACCEPTANCE OF COMPANY'S QUOTATION IS REQUIRED PRIOR TO BINDING COVERAGE AND POLICY ISSUANCE. IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE POLICY.

Applicant: Brohm Mining Corporation

By: Martin Quick (Title) V-P Operations Date: January 11, 1993

Agent/Broker: Marsh & McLennan Inc.

Address: 1700 Lincoln Suite 4900 Denver CO 80203

IF AN ORDER IS RECEIVED, THE APPLICATION IS ATTACHED TO THE POLICY SO IT IS NECESSARY THAT ALL QUESTIONS BE ANSWERED IN DETAIL.

PLANET INSURANCE COMPANY

MADISON, WISCONSIN

(A Stock Insurance Company Herein Called the Company)

POLLUTION LEGAL LIABILITY

This is a Claims-Made Policy—Please Read Carefully

In consideration of the payment of the premium, in reliance upon the statements in the declarations and application made a part hereof and subject to all the terms of this policy, the Company agrees with the NAMED INSURED as follows:

I. INSURING AGREEMENT

To indemnify the INSURED against LOSS the INSURED has or will become legally obligated to pay as a result of CLAIMS first made against the INSURED and reported to the Company, in writing, during the POLICY PERIOD, or EXTENDED DISCOVERY PERIOD if applicable, for POLLUTION CONDITIONS emanating from the locations designated in Item 5 of the Declarations.

II. DEFINITIONS

- A. INSURED means the NAMED INSURED and any director, officer, partner or employee thereof while acting within the scope of his/her duties as such.
- B. LOSS means:
 - 1. monetary awards or settlements of compensatory damages arising from:
 - a. BODILY INJURY as defined herein, or
 - b. PROPERTY DAMAGE as defined herein, and
 - 2. costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- C. BODILY INJURY means bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death resulting therefrom caused by POLLUTION CONDITIONS emanating from the locations designated in Item 5 of the Declarations.
- D. PROPERTY DAMAGE means:
 - 1. physical injury to or destruction of tangible property including the resulting loss of use thereof,
 - 2. clean up costs,
 - 3. loss of use of tangible property that has not been physically injured or destroyed;
provided that such physical injury or destruction, clean up costs and/or loss of use are caused by POLLUTION CONDITIONS emanating from locations designated in Item 5 of the Declarations.
- E. POLICY PERIOD means the period set forth in Item 2 of the Declarations, or any shorter period arising as a result of cancellation.
- F. POLLUTION CONDITIONS means the discharge, dispersal, release or escape of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in BODILY INJURY or PROPERTY DAMAGE.
- G. NAMED INSURED means the person or entity designated as such in Item 1 of the Declarations.
- H. AUTOMOBILE means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any machinery or apparatus attached thereto.
- I. CLAIM means the assertion of a legal right alleging liability or responsibility on the part of the NAMED INSURED, arising out of POLLUTION CONDITIONS, and shall include but not necessarily be limited to lawsuits or petitions filed against the NAMED INSURED.

III. TERRITORY

This policy only applies to claims or suits arising from POLLUTION CONDITIONS in the United States, its territories or possessions or Canada and made or brought in the United States, its territories or possessions or in Canada.

IV. EXCLUSIONS

This insurance does not apply to LOSS:

- 1. arising from POLLUTION CONDITIONS existing prior to the inception of this policy, if any officer, director, partner or other employee of the NAMED INSURED responsible for environmental affairs, control or compliance knew or could have reasonably foreseen that such POLLUTION CONDITIONS could have been expected to give rise to a claim;
- 2. from claims or suits seeking non-pecuniary relief;
- 3. arising from the ownership or operation of any "offshore facility" as defined in the Outer Continental Shelf Lands Act Amendments of 1978 or the Clean Water Act of 1977 as amended in 1978, or any "deepwater port" as defined in the Deepwater Port Act of 1974, as amended, nor shall there be any coverage for liability resulting from emissions of drilling fluid, oil, gas or other fluids from any oil, gas, mineral, water or geothermal well of any nature whatsoever;

4. arising under any worker's compensation, unemployment compensation or disability benefits law or similar law;
5. arising from injury to any employee of the INSURED if such injury occurs during and in the course of said employment;
6. arising as a result of liability of others assumed by the INSURED under any contract or agreement;
7. arising as a result of PROPERTY DAMAGE or BODILY INJURY to or at the location(s) designated in Item 5 of the Declarations, even if such PROPERTY DAMAGE or BODILY INJURY is incurred to avoid or mitigate BODILY INJURY or PROPERTY DAMAGE which may be covered under this policy;
8. arising from clean up costs incurred for the remediation of soil and/or groundwater contamination to or at the location(s) designated in Item 5 of the Declarations, even if such clean up costs are incurred to avoid or mitigate BODILY INJURY or PROPERTY DAMAGE which may be covered under this policy;
9. arising out of the ownership, maintenance, use, operation, loading or unloading of any automobile, aircraft, watercraft or rolling stock;
10. arising from POLLUTION CONDITIONS emanating from the location(s) designated in Item 5 of the Declarations, once such location(s) are sold, leased, given away, abandoned or operational control has been relinquished;
11. A. Under any Liability Coverage, to BODILY INJURY or PROPERTY DAMAGE

1. with respect to which an INSURED under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
2. resulting from the HAZARDOUS PROPERTIES of NUCLEAR MATERIAL and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the INSURED is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Liability Coverage, to BODILY INJURY or PROPERTY DAMAGE resulting from the HAZARDOUS PROPERTIES of NUCLEAR MATERIAL, if

1. the NUCLEAR MATERIAL (a) is at any NUCLEAR FACILITY owned by, or operated by or on behalf of, an INSURED or (b) has been discharged or dispersed therefrom;
2. the NUCLEAR MATERIAL is contained in SPENT FUEL or WASTE at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an INSURED; or
3. the BODILY INJURY or PROPERTY DAMAGE arises out of the furnishing by an INSURED of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any NUCLEAR FACILITY, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to PROPERTY DAMAGE to such NUCLEAR FACILITY and any property thereat.

C. As used in this exclusion:

"HAZARDOUS PROPERTIES" include radioactive, toxic or explosive properties;

"NUCLEAR MATERIAL" means SOURCE MATERIAL, SPECIAL NUCLEAR MATERIAL or BYPRODUCT MATERIAL;

"SOURCE MATERIAL", "SPECIAL NUCLEAR MATERIAL", and "BYPRODUCT MATERIAL" have the meanings given them in the Atomic Energy Act of 1954 or in any law, amendatory thereof;

"SPENT FUEL" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a NUCLEAR REACTOR;

"WASTE" means any waste material (1) containing BYPRODUCT MATERIAL and (2) resulting from the operation by any person or organization of any NUCLEAR FACILITY included within the definition of NUCLEAR FACILITY under paragraph (a) or (b) thereof;

"NUCLEAR FACILITY" means

1. any NUCLEAR REACTOR,
2. any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing SPENT FUEL, or (3) handling, processing or packaging WASTE,
3. any equipment or device used for the processing, fabricating or alloying of SPECIAL NUCLEAR MATERIAL if any time the total amount of such material in the custody of the INSURED at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
4. any structure, basin, excavation, premises or place prepared or used for the storage of disposal of WASTE,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"NUCLEAR REACTOR" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"PROPERTY DAMAGE" includes all forms of radioactive contamination of property;

12. arising out of goods or products manufactured, sold, handled, distributed, altered or repaired by the INSURED or by others trading under his name including any container thereof, or any reliance upon a representation of warranty made at any time with respect thereto, but only if the BODILY INJURY or PROPERTY DAMAGE occurs away from premises owned, operated or leased to the INSURED or after physical possession of such has been relinquished to others;

4. The Company shall have the right but not the duty to assume the adjustment of any claim or the defense of any suit. In case of the exercise of this right, the INSURED, on demand of the Company, shall promptly reimburse the Company for any element of LOSS falling within the INSURED's retentions. The INSURED shall assist and cooperate with the Company.

VIII. CONDITIONS

1. **INSPECTION AND AUDIT**—The Company shall be permitted but not obligated to inspect, sample and monitor on a continuing basis the INSURED'S property or operations, at any time. Neither the Company's right to make inspections, sample and monitor nor the actual undertaking thereof nor any report thereon shall constitute an undertaking, on behalf of the INSURED or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation.
2. **CANCELLATION**—This policy may be cancelled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the NAMED INSURED at the address shown in this policy, written notice stating when not less than 30 days (10 days for non-payment of premium) thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery of such written notice either by the NAMED INSURED or by the Company shall be equivalent to mailing.

If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

3. **DECLARATIONS**—By acceptance of this policy, the INSURED agrees that the statements in the declarations and application are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.
4. **ACTION AGAINST COMPANY**—No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgement against the INSURED after actual trial or by written agreement of the INSURED, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the INSURED to determine the INSURED'S liability, nor shall the Company be impleaded by the INSURED or his legal representative. Bankruptcy or insolvency of the INSURED or of the INSURED'S estate shall not relieve the Company of any of its obligations hereunder.

5. **ASSIGNMENT**—Assignment of interest under this policy shall not bind the Company until its consent is endorsed thereon.
6. **SUBROGATION**—In the event of any payment under this policy, the Company shall be subrogated to all the INSURED'S rights of recovery therefor against any person or organization and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after loss to prejudice such rights.
7. **CHANGES**—Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.
8. **SOLE AGENT**—The INSURED first named in Item 1 of the declarations shall act on behalf of all INSUREDS for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or non-renewal, and the exercise of the rights provided in the EXTENDED DISCOVERY PERIOD clause.
9. **CHOICE OF LAW**—In the event that the INSURED and the Company dispute the meaning, interpretation or operation of any term, condition, definition or provision of this policy resulting in litigation, arbitration or other form of dispute resolution, the INSURED and the Company agree that the law of the State of New York shall apply and that all litigation, arbitration or other form of dispute resolution shall take place in New York. In the event the INSURED and the Company agree to resolve their dispute by arbitration any such arbitration shall be in accordance with the commercial arbitration rules of the American Arbitration Association.
10. **OTHER INSURANCE**—Where other valid and collectable insurance is available to the NAMED INSURED for LOSSES covered under the terms and conditions of the policy the Company's obligation to the INSURED is as follows:
- This insurance shall apply as excess insurance over any other valid and collectable insurance be it primary or excess.
 - Where this insurance is excess over other valid and collectable insurance, the Company will pay only its share of the amount of LOSS, if any, that exceeds the total amount that all such other insurance will pay for the LOSS in the absence of this insurance.

IN WITNESS WHEREOF the Company has caused this policy to be signed by its president and secretary and countersigned on the declarations page by a duly authorized agent of the Company.

Linda C. Kohn

John M. Dumb

Secretary

President

13. arising out of operations performed by or on behalf of the INSURED or reliance upon a representation of warranty made at any time with respect thereto, but only if the BODILY INJURY or PROPERTY DAMAGE occurs after such operations have been completed or abandoned and occurs away from premises owned, operated or leased to the INSURED. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:
 - a. When all operations to be performed by or on behalf of the INSURED under the contract have been completed,
 - b. When all operations to be performed by or on behalf of the INSURED at the site of the operations have been completed, or
 - c. When the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
14. due to PROPERTY DAMAGE to goods or products manufactured, sold, handled or distributed by the INSURED arising out of such goods or products or any part thereof, or due to PROPERTY DAMAGE to work performed by or on behalf of the INSURED arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
15. arising from POLLUTION CONDITIONS based upon or attributable to the INSURED's intentional, willful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body;
16. arising from POLLUTION CONDITIONS based upon or attributable to acid rain conditions;
17. arising from any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion.

V. EXTENDED DISCOVERY PERIOD

The provisions of this clause shall only apply if a period of at least 12 months has elapsed from the date set forth in Item 7 of the Declarations when the NAMED INSURED seeks to exercise the option hereunder.

The NAMED INSURED shall be entitled to an extension of this coverage on non-renewal or cancellation of the policy subject to the following terms and conditions:

1. Where cancellation or non-renewal is by the Company, the NAMED INSURED shall be entitled to purchase 12 months extension from the date of cancellation or expiration of the policy upon payment of an additional premium of not more than 200% of the premium shown in Item 6 of the Declarations.
2. Where cancellation or non-renewal is by the NAMED INSURED, the NAMED INSURED shall be entitled to purchase 12 months extension from the date of cancellation or expiration of the policy upon payment of an additional premium of not more than 200% of the premium shown in Item 6 of the Declarations.

The extension of coverage granted hereunder shall only apply as respects POLLUTION CONDITIONS existing as of or prior to the date of expiration or cancellation of this policy, and otherwise covered by this policy. It is a condition precedent to the operation of the rights granted under this clause that payment of the appropriate premium shall be made not later than ten days after expiration in the case of non-renewal or prior to cancellation in the case of cancellation.

For purposes of this clause the quotation of different terms and conditions by the Company shall not be construed as non-renewal.

VI. LIMIT OF LIABILITY AND RETENTION

This policy is to pay 100% of any LOSS in excess of the retention amount stated in Item 4 of the Declarations. The retention amount is to be borne by the INSURED and is not to be insured. All LOSS arising out of the same or related POLLUTION CONDITIONS at any one location shall be considered a single LOSS, and the limit of liability shown in Item 3 of the Declarations as applicable to "each loss" shall apply.

Subject to the foregoing, the Company's total liability for all LOSSES from claims first made against the INSURED and reported in writing to the Company during the POLICY PERIOD and including the EXTENDED DISCOVERY PERIOD, if applicable, shall not exceed the limit of liability shown in Item 3 of the Declarations as applicable to the "Total for all LOSSES".

VII. CLAIM OR SUIT PROVISIONS

1. In the event of a claim or suit, immediate written or oral notice containing particulars sufficient to identify the INSURED and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the INSURED to the Company or any of its authorized agents. In the event of oral notice, the INSURED agrees to furnish a written report as soon as possible.
2. If claim is made or suit is instituted against the INSURED, the INSURED shall immediately forward to the Company every demand, notice, summons, order or other process received by the INSURED or the INSURED'S representative.
3. No costs, charges or expenses shall be incurred without the Company's consent which shall not be unreasonably withheld. The Company shall have the right but not the duty to designate legal counsel to associate in the investigation of claims and the defense of suits. The INSURED shall not admit liability or settle any claim or suit without the Company's consent. If the Company recommends a settlement of a claim or suit:
 - a. for an amount within the retention and the INSURED refuses such settlement, the Company shall not be liable for any LOSS in excess of the retention;
 - b. for a total amount in excess of the balance of the retention and the INSURED refuses such settlement, the Company's liability for LOSS shall be limited to that portion of the recommended settlement and the costs, charges and expenses as of the INSURED's refusal which exceed the retention and fall within the Limit of Liability.

January 19, 1993

Ms. Jenny Hill
Marsh & McLennan, Inc.
One Norwest Center
1700 Lincoln Street, Suite 4900
Denver, CO 80203-4549

RE: Minven Gold Corp./Brohm Mining Corp.
Policy #NTA2509593
Dear Jenny:

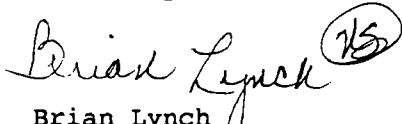
This letter is to follow-up our conference call with Roxanne Giedd,
Marvin Trube and Martin Quick.

During the course of our conversation, some concern was raised concerning the applicability of Exclusion No. 15 of the Pollution Legal Liability policy. Please note that this policy is designed to provide coverage for Bodily Injury/Property Damage including cleanup of pollution conditions emanating from the covered site. This would include any CLAIM against the Named Insured requiring cleanup of an offsite property even if the Named Insured was no longer solvent (ie. in bankruptcy) or failed to conduct the offsite cleanup.

However, through the application of Exclusion no. 15, this policy does not provide coverage for the Named Insured's intentional, willful, or deliberate non-compliance that leads to a pollution condition. Also, excluded under this item is damage caused by disgruntled employees. In both cases, ECS cannot be held accountable for the individual, deliberate and illegal acts of employees.

I hope this has adequately addressed your concerns. If you should have any further questions, please contact me.

Sincerely,


Brian Lynch
Underwriter

BL/ns

cc: Paul Murdoch
Scott Britt
Steve Goebner

ECS
Underwriting,
Inc.

One East Uchlan Avenue
Suite 300
Exton, Pennsylvania 19341
(215) 269-6731
(800) ECS-1414
Outside Pennsylvania
Fax (215) 524-5354

MARVIN D. TRUHE
LAW OFFICES

FIRST FEDERAL PLAZA - 5TH FLOOR
P.O. BOX 8106
RAPID CITY, SOUTH DAKOTA 57709
TELEPHONE (605) 342-2800

MARVIN D. TRUHE
DALE R. COCKRELL

TELECOPIER
(605) 342-2800

January 4, 1993

Ms. Roxanne Giedd
Assistant Attorney General
Office of the Attorney General
500 East Capitol
Pierre, SD 57501

TELECOPIED

Re: Brohm Mining Corp. Financial Assurance for Environmental
Cleanup

Dear Roxanne:

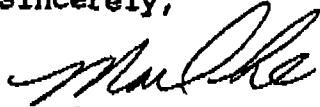
I am writing as a follow-up to my telephone calls to your office last week and again earlier today regarding the above-referenced matter. We have reviewed with the insurance company your December 7, 1992 letter in which you raised questions about the environmental insurance policy submitted to you earlier. I understand that there have been some subsequent conversations between Brohm, the insurance carrier, your office, and Mike Cepak regarding the resolution of some of these questions. The purpose of my calls is to request a meeting with you and Mike Cepak in Pierre, which would be attended by Martin Quick of Brohm, myself, and a representative of the insurance carrier (in person or by telephone). It would be our intent to try to resolve any remaining issues regarding the policy.

Martin Quick will be in Pierre to meet with the DENR on an unrelated matter on Wednesday morning, January 6, 1993. If you could be available later that afternoon, I would come over also for the meeting. We would like to get this matter resolved before the next Board of Minerals meeting, which I presume is scheduled for January 21, 1993. When I last spoke to you about this on November 18, 1992, you indicated that you would request an extension from the Board if that became necessary. Is that still your intent?

Ms. Roxanne Giedd
January 4, 1993
Page 2

Please give me a call if you could be available on Wednesday or if not, to suggest an alternate date for us to meet. Thank you for your consideration.

Sincerely,



Marvin D. Truhe

MDT/cdv

cc: Martin Quick (via telecopy only)
Mike Cepak (via telecopy only)
Rod MacLeod

MARVIN D. TRUHE
LAW OFFICES
Metropolitan Federal Bank Plaza
5th Floor
P.O. Box 8106
Rapid City, SD 57709
Telephone (605) 342-2800
Telecopier (605) 342-2801

Marvin D. Truhe
Dale R. Cockrell

TELECOPIER TRANSMITTAL LETTER

DATE: January 4, 1993TO: Martin Quick

FROM: Marv TruheOPERATOR: Cori Veren3 pages including this cover sheet.

If you do not receive all pages, please call (605) 342-2800. Thank you.

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone at the number above and return the original of this transmittal to us at the address above via the U.S. Postal Service. Thank you.

INSURANCE SUMMARY
DAKOTA MINING CORPORATION
POLLUTION CLEAN UP

This account summary is a brief outline of the coverages afforded under your insurance policies. Since it is information only, it should not be construed to constitute the entire insurance contract. As your policies may contain additional coverages and restrictions, the exact wording should be consulted.

Presented by:

Andrea J.S. Schroeder, CPCU, ARM, Assistant Vice President
Shanan Cale, Client Representative

MARSH & McLENNAN, INCORPORATED
Independence Plaza
1050 Seventeenth Street, Suite 900
Denver, Colorado 80265
(303) 628-9111

March, 1995

**MARSH &
McLENNAN**

DAKOTA MINING

FIRST PARTY POLLUTION CLEAN-UP

POLICY NO.: NTD250951402
POLICY PERIOD: JANUARY 18, 1995 TO JANUARY 18, 1996
INSURER: RELIANCE NATIONAL INDEMNITY COMPANY -
ECS UNDERWRITING
PREMIUM: \$ 48,970

LOCATION: Gilt Edge Mine
Deadwood, South Dakota

INSURING AGREEMENT: To indemnify the insured for **Clean-Up Costs, only**, incurred by the insured as a result of claims first made against the insured and reported to the company, in writing, during the policy period or Extended Discovery Period, if applicable, for Environmental Damage on or at the Gilt Edge Mine

COVERAGE: **CLAIMS-MADE**

\$ 318,000 Per Claim
\$ 318,000 Total All Claims
\$ 50,000 Self Insured Retention - Per Claim

EXCLUSIONS:

- Underground Tanks and Underground Piping
- Radioactive Material
- Non-owned Disposal Sites
- Asbestos matter
- Presence or Required Removal or Abatement of lead paint
- Known Environmental Damage existing prior to inception of policy
- Compensatory Damage
- "Offshore Facility" or "Deepwater Port"
- Liability of others assumed under any contract or agreement
- Liability arising for Property Damage or Bodily Injury
- Environmental Damage on location once property is sold, leased, given away, abandoned or operational control relinquished
- Nuclear material
- Clean up costs from Hazardous Properties of Nuclear material

DAKOTA MINING

FIRST PARTY POLLUTION CLEAN-UP (Continued)

**EXCLUSIONS:
(Continued)**

- Cost, charges, or expenses associated with the defense of any administrative and/or legal proceeding of any kind
- Fines, Penalties, Exemplary Damages
- Intentional Non-Compliance with Regulation
- Acid Rain
- Monitoring Following Cleanup

CONDITIONS:

- 30 Day Notice of Cancellation; 10 Days for non-payment of premium
- Additional Insured - State of South Dakota

RELIANCE NATIONAL INDEMNITY COMPANY
MADISON, WISCONSIN

(A Stock Insurance Company Herein Called the Company)

POLLUTION CLEAN-UP POLICY

This is a Claims-Made Policy—Please Read Carefully

In consideration of the payment of the premium, in reliance upon the statements in the declarations and application made a part hereof and subject to all the terms of this policy, the Company agrees with the NAMED INSURED as follows:

I. INSURING AGREEMENT

To indemnify the INSURED for CLEAN-UP COSTS only, incurred by the INSURED as a result of CLAIMS first made against the INSURED and reported to the Company, in writing, during the POLICY PERIOD, or EXTENDED DISCOVERY PERIOD if applicable, for ENVIRONMENTAL DAMAGE on or at the location(s) designated in Item 5 of the Declarations.

II. DEFINITIONS

- A. INSURED means the NAMED INSURED and any director, officer, partner or employee thereof while acting within the scope of his/her duties as such.
- B. CLEAN-UP COSTS means expenses for the removal or neutralization of solid, liquid, gaseous or thermal contaminants, irritants or pollutants on or at the location(s) designated in Item 5 of the Declarations. CLEAN-UP COSTS do not include expenses associated with the defense of any administrative and/or legal proceeding of any kind.
- C. BODILY INJURY means bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death resulting therefrom.
- D. PROPERTY DAMAGE means:
 - 1. physical injury to or destruction of tangible property including the resulting loss of use thereof;
 - 2. loss of use of tangible property that has not been physically injured or destroyed.
- E. POLICY PERIOD means the period set forth in Item 2 of the Declarations, or any shorter period arising as a result of cancellation.
- F. ENVIRONMENTAL DAMAGE means the injurious presence in or upon land, the atmosphere or body of water, of solid, liquid, gaseous or thermal contaminants, irritants or pollutants.
- G. NAMED INSURED means the person or entity designated as such in Item 1 of the Declarations.
- H. CLAIM means CLEAN-UP COSTS incurred by the insured in the discharge of a legal obligation validly imposed through governmental action which is initiated during the policy period because of ENVIRONMENTAL DAMAGE to which this insurance applies.

III. TERRITORY

This policy only applies to claims arising from ENVIRONMENTAL DAMAGE in the United States, its territories or possessions or Canada and made or brought in the United States, its territories or possessions or in Canada.

IV. EXCLUSIONS

This insurance does not apply to:

- 1. CLAIMS arising from ENVIRONMENTAL DAMAGE existing prior to the inception of this policy, if any officer, director, partner or other employee of the NAMED INSURED responsible for environmental affairs, control or compliance knew or could have reasonably foreseen that such ENVIRONMENTAL DAMAGE could have been expected to give rise to a claim;
- 2. CLAIMS seeking non-pecuniary relief, including but not limited to fines, penalties or exemplary damages;
- 3. CLAIMS seeking compensatory damages;
- 4. CLAIMS arising from the ownership or operation of any "offshore facility" as defined in the Outer Continental Shelf Lands Act Amendment of 1978 or the Clean Water Act of 1977 as amended in 1978, or any "deepwater port" as defined in the Deepwater Port Act of 1974, as amended, nor shall there be any coverage for liability resulting from emissions of drilling fluid, oil, gas or other fluids from any oil, gas, mineral, water or geothermal well of any nature whatsoever;
- 5. liability arising under any worker's compensation, unemployment compensation or disability benefits law or similar law;
- 6. liability arising from injury to any employee of the INSURED if such injury occurs during and in the course of said employment;
- 7. liability arising as a result of others assumed by the INSURED under any contract or agreement;
- 8. liability arising as a result of PROPERTY DAMAGE or BODILY INJURY;
- 9. CLAIMS arising out of the ownership, maintenance, use, operation, loading or unloading of any automobile, aircraft, watercraft or rolling stock; except when on or at the location(s) designated in Item 5 of the Declarations;
- 10. CLAIMS arising from ENVIRONMENTAL DAMAGE on or at the location(s) designated in Item 5 of the Declarations, once such locations(s) are sold, leased, given away, abandoned or operational control has been relinquished;

11. A. Under any Liability Coverage, to CLEAN-UP COSTS

1. with respect to which an INSURED under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
2. resulting from HAZARDOUS PROPERTIES of NUCLEAR MATERIAL and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the INSURED is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Liability Coverage, to CLEAN-UP COSTS resulting from the HAZARDOUS PROPERTIES OF NUCLEAR MATERIAL, if

1. the NUCLEAR MATERIAL (a) is at any NUCLEAR FACILITY owned by, or operated by or on behalf of, an INSURED or (b) has been discharged or dispersed therefrom;
2. the NUCLEAR MATERIAL is contained in SPENT FUEL or WASTE at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an INSURED; or
3. the CLEAN-UP COSTS arising out of the furnishing by an INSURED of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any NUCLEAR FACILITY.

C. As used in this exclusion:

"HAZARDOUS PROPERTIES" including radioactive, toxic or explosive properties;

"NUCLEAR MATERIAL" means SOURCE MATERIAL, SPECIAL NUCLEAR MATERIAL OR BYPRODUCT MATERIAL;

"SOURCE MATERIAL," "SPECIAL NUCLEAR MATERIAL," AND "BYPRODUCT MATERIAL" have the meanings given them in the Atomic Energy Act of 1954 or in any law, amendatory thereof;

"SPENT FUEL" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a NUCLEAR REACTOR;

"WASTE" means any waste material (1) containing BYPRODUCT MATERIAL and (2) resulting from the operation by any person or organization of any NUCLEAR FACILITY included within the definition of NUCLEAR FACILITY under paragraph (a) or (b) thereof;

"NUCLEAR FACILITY" means

1. any NUCLEAR REACTOR,
2. any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium (2) processing or utilizing SPENT FUEL, or (3) handling, processing or packaging WASTE,
3. any equipment or device used for the processing, fabricating or alloying of SPECIAL NUCLEAR MATERIAL if any time the total amount of such material in the custody of the INSURED at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
4. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of WASTE, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"NUCLEAR REACTOR" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

12. CLAIMS arising from ENVIRONMENTAL DAMAGE based upon or attributable to the INSURED's intentional, willful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body;
13. arising from ENVIRONMENTAL DAMAGE based upon or attributable to acid rain conditions;
14. arising from any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion;
15. liability arising out of any monitoring, sampling, analyzing or testing following the removal or neutralization of solid, liquid, gaseous or thermal contaminants, irritants or pollutants.
16. CLAIMS arising from ENVIRONMENTAL DAMAGE on or at location(s) other than those designated in Item 5 of the Declarations even if such ENVIRONMENTAL DAMAGE is emanating from a designated location(s).
17. any costs, charges or expenses associated with the defense of any administrative and/or legal proceeding of any kind.

V. EXTENDED DISCOVERY PERIOD

The NAMED INSURED shall be entitled to an extension of this coverage on non-renewal or cancellation of the policy subject to the following terms and conditions:

1. Where cancellation or non-renewal is by the Company, the NAMED INSURED shall be entitled to purchase 12 months extension from the date of cancellation or expiration of the policy upon payment of an additional premium of not more

2. Where cancellation or non-renewal is by the NAMED INSURED, the NAMED INSURED shall be entitled to purchase 12 months extension from the date of cancellation or expiration of the policy upon payment of an additional premium of not more than 200% of the premium shown in Item 6 of the Declarations.

The extension of coverage granted hereunder shall only apply as respects ENVIRONMENTAL DAMAGE existing as of or prior to the date of expiration or cancellation of this policy, and otherwise covered by this policy. It is a condition precedent to the operation of the rights granted under the clause that payment of the appropriate premium shall be made not later than ten days after expiration in the case of non-renewal or prior to cancellation in the case of cancellation.

For purposes of this clause the quotation of different terms and conditions by the Company shall not be construed as nonrenewal.

VI. LIMIT OF LIABILITY AND RETENTION

This policy is to pay 100% of CLEAN-UP COSTS in excess of the retention amount stated in Item 4 of the Declarations. The retention amount is to be borne by the INSURED and is not to be insured. All CLEAN-UP COSTS arising out of the same or related ENVIRONMENTAL DAMAGE at any one location shall be considered a single CLEAN-UP COST.

Subject to the foregoing, the Company's total liability for all CLEAN-UP COSTS from claims first made against the INSURED and reported in writing to the Company during the POLICY PERIOD and including the EXTENDED DISCOVERY PERIOD, if applicable, shall not exceed the limit of liability shown in Item 3 of the Declarations as applicable to the "Annual Aggregate."

VII. CLAIM PROVISIONS

1. In the event of a claim, immediate written or oral notice containing particulars sufficient to identify the INSURED and also reasonably obtainable information with respect to the time, place and circumstances thereof, shall be given by or for the INSURED to the Company or any of its authorized agents. In the event of oral notice, the INSURED agrees to furnish a written report as soon as possible. The INSURED shall immediately forward to the Company every demand, notice, summons, order or other process received by the INSURED or the INSURED's representative.
2. The INSURED shall cooperate with the Company and upon the Company's request shall submit to examination and interrogation by a representative of the Company, under oath if required, and shall attend hearings, depositions and trials and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits, as well as in the purpose of investigation and/or defense, all without charge to the Company. The INSURED shall further cooperate with the Company and do whatever is necessary to secure and effect any rights of indemnity, contribution or apportionment which the INSURED may have. The INSURED shall not, except at his own costs, make any payment, admit any liability, settle any claims, assume any obligation or incur any expense without the written consent of the Company.
3. In the event of any ENVIRONMENTAL DAMAGE or knowledge of any circumstance not previously disclosed that might reasonably be expected to result in an ENVIRONMENTAL DAMAGE, the INSURED shall promptly take all reasonable steps to prevent injury or damage from arising out of the ENVIRONMENTAL DAMAGE or circumstances and notify the Company of such circumstances or preventive measures immediately.
4. No costs, charges or expenses shall be incurred without the Company's consent which shall not be unreasonably withheld. If the Company recommends a settlement of a claim:
 - a. for an amount within the retention and the INSURED refuses such settlement, the Company shall not be liable for CLEAN-UP COSTS in excess of the retention;
 - b. for a total amount in excess of the balance of the retention and the INSURED refuses to such settlement, the Company's liability for CLEAN-UP COSTS shall be limited to that portion of the recommended settlement and the costs, charges and expenses as of the INSURED's refusal which exceed the retention and fall within the Limit of Liability.
5. The Company shall have the right but not the duty to assume the adjustment of any claim. In case of exercise of this right, the INSURED, on demand of the Company, shall promptly reimburse the Company for any element of CLEAN-UP COSTS falling within the INSURED's retentions. The INSURED shall assist and cooperate with the Company.

VIII. CONDITIONS

1. INSPECTION AND AUDIT — The Company shall be permitted but not obligated to inspect on a continuing basis the INSURED's property or operations, at any time. Neither the Company's right to make inspections nor the actual undertaking thereof nor any report thereon shall constitute an undertaking, on behalf of the INSURED or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation.
2. CANCELLATION — This policy may be cancelled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the NAMED INSURED at the address shown on this policy, written notice stating when not less than 30 days (10 days for non-payment of premium) thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery of such written notice either by the NAMED INSURED or by the Company shall be equivalent to mailing.

If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

3. **DECLARATIONS** — By acceptance of this policy, the INSURED agrees that the statements in the declarations and application are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.
4. **ACTION AGAINST COMPANY** — No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the INSURED's obligation to pay shall have been finally determined either by judgement against the INSURED after actual trial or by written agreement of the INSURED, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgement or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the INSURED to determine the INSURED's liability, nor shall the Company be impleaded by the INSURED or his legal representative. Bankruptcy or insolvency of the INSURED or of the INSURED's estate shall not relieve the Company of any of its obligations hereunder.

5. **ASSIGNMENT** — Assignment of interest under this policy shall not bind the Company until its consent is endorsed thereon.
6. **SUBROGATION** — In the event of any payment under this policy, the Company shall be subrogated to all the INSURED's rights of recovery therefor against any person or organization and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after loss to prejudice such rights.
7. **CHANGES** — Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.
8. **SOLE AGENT** — The INSURED first named in Item 1 of the declarations shall act on behalf of all INSUREDS for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or non-renewal, and the exercise of the rights provided in the EXTENDED DISCOVERY PERIOD clause.
9. **OTHER INSURANCE** — Where other valid and collectable insurance is available to the NAMED INSURED for CLEAN-UP COSTS covered under the terms and conditions of the policy the Company's obligation to the INSURED is as follows:
 - a. This insurance shall apply as excess insurance over any other valid and collectable insurance be it primary or excess.
 - b. Where this insurance is excess over other valid and collectable insurance, the Company will pay only its share of the amount of CLEAN-UP COSTS, if any, that exceeds the total amount that all such other insurance will pay for the CLEAN-UP COSTS in the absence of this insurance.
10. **CHOICE OF LAW** — In the event that the INSURED and the Company dispute the meaning, interpretation or operation of any term, condition, definition or provision of this policy resulting in litigation, arbitration or other form of dispute resolution, the INSURED and the Company agree that the law of the State of New York shall apply and that all litigation, arbitration or other form of dispute resolution shall take place in New York. In the event the INSURED and the Company agree to resolve their dispute by arbitration any such arbitration shall be in accordance with the commercial arbitration rules of the American Arbitration Association.

IN WITNESS WHEREOF the Company has caused this policy to be signed by its president and secretary and countersigned on the declarations page by and duly authorized agent of the Company.

Linda C. Kohn

John M. Dunt

Secretary

President

RELIANCE NATIONAL INDEMNITY COMPANY
MADISON, WISCONSIN

NAMED DAKOTA MINING CORPORATION/BROHM MINING CORPORATION
INSURED Post Office Box 485
AND Deadwood, SD 57732
POST OFFICE

FIRST PARTY POLLUTION CLEAN-UP
DECLARATIONS

THIS IS A CLAIMS-MADE POLICY--PLEASE READ CAREFULLY

POLICY NUMBER: NTD250951402

Item 1: NAMED INSURED DAKOTA MINING CORPORATION/BROHM MINING CORPORATION

ADDRESS Post Office Box 485

Deadwood, SD 57732

Item 2: POLICY PERIOD

FROM January 18, 1995 TO January 18, 1996
12:01 A.M. standard time at the address of the NAMED INSURED shown
above.

Item 3: LIMIT OF LIABILITY, up to \$318,000 each LOSS

\$318,000 TOTAL FOR ALL LOSSES

Item 4: RETENTION \$50,000 each LOSS

Item 5: COVERED LOCATION(S): Gilt Edge Mine, Deadwood, South Dakota

Item 6: POLICY PREMIUM \$48,970

Item 7: EXTENDED DISCOVERY CLAUSE DATE: September 29, 1992

ENDORSEMENTS ATTACHED TO THIS POLICY: Endorsements #1,2,3

Broker: Marsh & McLennan, Inc.
3400 Texas Commerce Tower
2200 Ross Avenue
Dallas, TX 72201-7900



Authorized Representative RMS/lvt 01/27/95

ENDORSEMENT #1

This endorsement, effective 12:01 a.m., January 18, 1995 forms a part of Policy No. NTD250951402 issued to DAKOTA MINING CORPORATION/BROHM MINING CORPORATION by Reliance National Indemnity Company.

STANDARD ENDORSEMENT

In consideration of the premium paid, it is agreed that Section IV. EXCLUSIONS is amended by the addition of the following exclusions:

- Radioactive Matter Exclusion: CLAIMS arising from the actual, alleged or threatened exposure of person(s) or property to any radioactive matter except where specifically endorsed onto the Policy.
- Non-Owned Disposal Site Exclusion: CLAIMS arising from waste or materials transported via automobile, aircraft, watercraft or rolling stock beyond the boundaries of the covered locations identified in the Declarations.
- Underground Tank and Underground Piping Exclusion: CLAIMS arising from the presence or use of any underground tank or underground piping to or at the covered locations identified in the Declarations.
- Absolute Asbestos Exclusion: CLAIMS arising from the presence or required removal, cleanup, encapsulation, or disposal of asbestos products, fibers, or asbestos dust.
- Superfund Exclusion: CLAIMS arising from locations designated as being either proposed for or on the National Priorities List or on any state "Superfund" list unless specifically scheduled onto the Policy by endorsement.

All other terms and conditions remain the same.



(Authorized Representative)

RMS/lvt (01/27/95)

RNENVL-FPL-100 (6/94)

ENDORSEMENT #2

This endorsement, effective 12:01 a.m., January 18, 1995 forms a part of Policy No. NTD250951402 issued to DAKOTA MINING CORPORATION/BROHM MINING CORPORATION by Reliance National Indemnity Company.

LEAD PAINT EXCLUSION

In consideration of the premium paid, it is agreed that Section IV. EXCLUSIONS is amended by the addition of the following exclusion:

- CLAIMS arising from the presence or required removal or abatement of lead paint.

All other terms and conditions remain the same.



(Authorized Representative)

RMS/lvt (01/27/95)

RNENVL-FPL-101 (6/94)

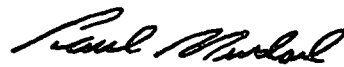
ENDORSEMENT #3

This endorsement, effective 12:01 a.m., January 18, 1995 forms a part of Policy No. NTD250951402 issued to DAKOTA MINING CORPORATION/BROHM MINING CORPORATION by Reliance National Indemnity Company.

RETROACTIVE DATE

In consideration of the premium paid, it is agreed that a retroactive date of September 29, 1992 applies to this Policy. This Policy does not apply to CLEANUP COSTS arising from ENVIRONMENTAL DAMAGE existing prior to the September 29, 1992 date.

All other terms and conditions remain the same.



(Authorized Representative)

RMS/lvt (01/27/95)

RNENVL-FPL-113a (6/94)

RELIANCE INSURANCE COMPANY OF ILLINOIS

POLLUTION AND REMEDIATION LEGAL LIABILITY/POLLUTION CLEAN-UP APPLICATION

This is an application for a "claims made and reported" policy—PLEASE READ CAREFULLY

INSTRUCTIONS TO APPLICANTS:

- 1) Answer all questions; please leave no blank spaces. If any questions do not apply, or the answer is "no," please indicate.
- 2) This form should be used as an indication of the type of information that is required. Where space is limited, please use additional referenced pages.
- 3) If this submission includes multiple locations, please answer the questions that pertain to any of the properties and attach a property schedule that identifies location, description and use.
- 4) This application **MUST** be signed and dated by a duly authorized owner, partner or officer of the company.
- 5) Attach a copy of the company's most recent annual report and a copy of the last two (2) years audited financial statements.

1) DETAILS OF THE INSURED

Name of Applicant: Brohm Mining Corp.

Mailing Address: P.O. Box 485, Deadwood, SD 57732

Contact Name: Dale Shay, Director of Environmental Affairs

Telephone Number: (605) 578-2107

2) COVERAGE REQUESTED:

Policy Term:

☒ 1 year ☐ 2 years ☐ 3 years

Limits of Liability:

\$ 318,000 Per Loss or Remediation Expense (\$15 million maximum)

\$ 318,000 Aggregate (\$30 million maximum)

Prospective Additional Insured (if any)

Name: The State of South Dakota

3) NAMED INSURED IS:

☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other _____

4) REVENUES:

Estimated (Ensuing Year): 19 95 : \$ 4.5 million

Last Two Years: 19 94 : \$ 1.0 million 19 93 : \$ 3.7 million

5) Describe environmental risk management controls used prior to acquiring property or making loans. Include firms approved to perform environmental site assessments (attach copies of any environmental risk management procedures):

Prior to acquiring property risk assessments were apparently not conducted. Current risk assessments have been made by insurance carriers.

6) PROPERTY DESCRIPTION:

Proposed Location:

Name: Gilt Edge Mine

Address: 6 miles south of Deadwood, SD off highway 385

7) Total acreage of this property: Total permitted = 406 Total affected = 185

8) What structures are currently on this property (i.e. type of building, square footage, age, etc.)? Main office
Building- 4928 sq. ft.; Laboratory-3200 sq.ft.; Process Plant-9600 sq. ft.; R.O.
building-1500 sq. ft.; Contractor shop-2400 sq. ft.; Crusher Bldg.-960 sq. ft.;
R.O. (new) all others 6 years.; Neutralization Bldg.-1080 sq. ft.; Fire Bldg-450 sq. ft.;
Orofino Bldg.-1500 sq. ft.

9) List the current occupants of this property: Brohm Mining Corp.

10) How long has present owner controlled or owned this property? Since 1987

11) Briefly describe current operations conducted at the site: Open pit heap leach gold and silver mine.
Start-up in 1987. Gold and silver recovery by Merrill-Crowe system. Historic
underground mining and associated milling from late 1800's to 1940's.

12) Does this property generate, handle, store or dispose of any hazardous waste or materials? ☒ Yes ☐ No

If Yes, please provide the following details. Laboratory waste, centrifuge tubes, etc.

a. Describe the on-site storage practices and storage areas: Laboratory streams are disposed according
to RCRA standards. Centrifuge tubes stored in RCRA approved drums. CN stored in
RCRA and DOT approved containers.

b. Describe the disposal methods used: At the present time, there are no plans for disposal of
these wastes, however should disposal be required, RCRA standards would be followed.

c. Describe the waste treatment practices used: Currently wastes except CN, are not treated on-site. See a. and b. above for waste handling procedures. CN is treated using a Reverse Osmosis system.

d. Identify effluent discharge points for wastewater and stormwater (attach discharge monitoring results): Brohm Mining Corp. has an approved NPDES permit. Compliance points (2) are located in Ruby Gulch and Strawberry Creek. Recent discharge results are attached.

↑ Will follow

13) Does this property presently have any aboveground or underground storage tanks? X Yes No

If Yes, please provide the following information:

a. Tank Storage (attach additional table if necessary):

Tank No.	Construction Material	Capacity	Age	AST or UST	Secondary Containment
N/A	Hyd. Peroxide	8,000 gal.	N/A	AST	None
1 & 2	Hyd. Peroxide	10,000 gal.	3 yrs.	AST	None
3 & 4	Liq. Propane	10-12,000 gal.	N/A	AST	None
N/A	Diesel	10,000 gal.	N/A	AST	Diked
N/A	Gasoline	1,000 gal.	N/A	AST	Diked
N/A	Carbon Dioxide	8,000 gal.	N/A	AST	None

b. Explain any tank inventory control and/or testing methods used: All tanks are above ground in contained and lined areas. They are inspected visually for leaks. Inventory is controlled by the site lead maintenance person. Currently, inventory is always low due to site slow-down.

14) What were the past uses of this property? Since 1987, an open pit heap leach gold and silver mine. Gold and silver recovery by Merrill-Crowe system. Historic underground mining and associated milling occurred from late 1800's to late 1930's.

15) Identify any past storage or disposal practices at the site, including any inactive disposal areas: N/A

16) PROPERTY SETTING

a. Provide a description of adjacent properties (North, East, South and West): The property is generally surrounded on all sides by the U.S. Forest Service. Brohm owns or controls the remaining permit areas and adjacent areas.

b. Identify nearby surface water bodies (i.e. streams, lakes, wetlands): Two streams, Ruby Gulch and Strawberry Creek originate on the site and flow to Bear Butte Creek (perennial) approximately 1.5 miles from the site. Both streams are intermittent on the site. No other streams, lakes, or wetlands exist on site.

c. Are there any protected environments in the area (parks, wildlife preserves, etc.)? Yes ☒ No
If Yes, please describe: _____

d. Identify any surface or groundwater uses in the area (drinking wells, etc.): No domestic or commercial uses within 1 mile of the mine property boundaries.

e. Is public water and sewer available? Yes ☒ No

17) a. Have any prior environmental audits been done for this property within the past two years? ☒ Yes No

If Yes, please attach copies as available. Environmental audits conducted by insurance firm, Unavailable to Brohm Mining Corp.

b. Were any recommendations made or was any action plan concerning environmental issues suggested?

☒ Yes No If Yes, please provide full details as to the recommendations and the status of compliance.
Recommendations are attached.

18) RECORD:

- a. Have you during the last five (5) years been prosecuted for contravention or violation of any standard or law relating to the release from the location(s) of a substance into sewers, rivers, air or onto land? ☒ Yes ☐ No
If Yes, give details: NOV received from SD-DENR for the accidental spill of CN in 1989.
NOV from SD-DENR for release of acid mine drainage in 1993.

- b. Please describe any pollution claims during the last five (5) years (if none, please so state): None

- c. At the time of signing this application, are you aware of any circumstances which may reasonably be expected to give rise to a claim under the policy? ☐ Yes ☒ No

If Yes, give details: _____

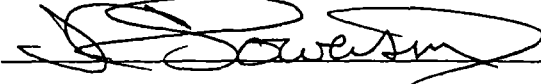
THE APPLICANT REPRESENTS THAT THE ABOVE STATEMENTS AND FACTS ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED.

***NOTICE TO NEW YORK APPLICANTS:**

Any person who knowingly and with intent to defraud any Insurance Company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any false material thereto, commits a fraudulent insurance act, which is a crime.

COMPLETION OF THIS FORM DOES NOT BIND COVERAGE. APPLICANT'S ACCEPTANCE OF COMPANY'S QUOTATION IS REQUIRED PRIOR TO BINDING COVERAGE AND POLICY ISSUANCE. IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE POLICY.

Applicant: J.C. Sowers, III Title: Treasurer

Applicant's Signature:  Date: 12/28/94

Agent/Broker Name: Marsh & McLennan, Incorporated

Agency Name and Address: 1050 17th Street, Suite 900
Denver, Colorado 80265

If an order is received, the application is attached to the policy so it is necessary that all questions be answered in full.

**Pollution and Remediation Legal Liability/pollution Clean-up
Application**

Attachments - Item 17b

**Summary of CSI Recommendations
for
Dakota Mining Corporation
Gilt Edge Mine
Deadwood, South Dakota**

To reduce the overall environmental risk potential associated with the Dakota Mining Corporation, Gilt Edge Mine facility, the following recommendations, with time frames for completion, are offered:

- 94-2-1 It is recommended that Dakota Mining Corporation notify the ECS Pollution Underwriter if construction of an interim treatment system will be required in Strawberry Creek at the Gilt Edge Mine, per United States Environmental Protection Agency, Region VIII Order on Consent, Docket No. CWA-VIII-93-36-C. (as applicable)
- 94-2-2 It is recommended that Dakota Mining Corporation notify the ECS Pollution Underwriter upon receipt of the permit(s) required to begin mining the Anchor Hill reserve at the Gilt Edge Mine. (as applicable)
- 94-2-3 It is recommended that the Dakota Mining Corporation properly dispose of laboratory furnace wastes currently being stored outside of the Gilt Edge Mine laboratory. (six months)



MAY 11 1994

May 9, 1994

Ms. Nilsa Cabrera
Marsh & McLennan, Inc.
2200 Ross Ave. Ste. 3400
Texas Commerce Tower
Dallas, TX 75201-7900

Dear Ms. Cabrera:

Brohm Mining Corporation has received a list of loss-prevention recommendations from ECS Underwriting, Inc. for our Pollution Policy No. NTD250951401/NTA250959301. The three recommendations require a response from BMC by June 1, 1994. Our response follows:

- 94-2-1: A decision to construct a treatment system in Strawberry Creek will not be made until final remediation of Strawberry Creek is completed later in 1994. At the time a decision is made, BMC will notify the ECS Pollution Underwriter.
- 94-2-2: The Anchor Hill reserve is not expected to be fully permitted for mining until mid-1995. The ECS Pollution Underwriter will be notified when the permits are complete.
- 94-2-3: BMC is currently negotiating with EPA approved laboratory furnace waste disposal sites for removal of our assay crucibles and cupels. When these materials are removed, the ECS Pollution Underwriter will be notified.

Should you have any additional questions, please feel free to notify us.

Sincerely,


Dale A. Shay
Director Environmental Affairs

DS:sm

cc: Rod J. MacLeod, BMC
J.C. Sowers, DMC

corresp05ecs.das

South Dakota Office: P.O. Box 485, Deadwood, South Dakota 57722
Telephone: (605) 578-2107 Telecopier: (605) 578-1709

Brohm Mining Corp. is a wholly owned affiliate of



Minerals Gold Corporation



May 21, 1991

Linda Newman
Coburn Insurance Company
83 Sherman Street
Deadwood, South Dakota 57732

Dear Linda:

Per our phone conversation of Monday, attached please find the following:

Fidelity Supplement Blanket
Fidelity Forgery Supplement
Driver Information List (4 Pages)
Adjustments to Contractor's Equipment List for 1991
Adjustments to Vehicle Lists for 1991
Statement of Values

Also, we added a small building to house our neutralization equipment in November of 1989. The value of this facility is \$200,000.00. I am not sure if this building and its equipment were ever added to our policy. Can you check your files for this item.

Thank you for all the assistance you have provided. Please let me know if you need any further information.

Sincerely,

Lauren Ross
Accounting Manager

FIDELITY SUPPLEMENT BLANKET

Name of Applicant: Brohm Mining Corp.

The information in this supplement is required in addition to the information provided by the ACORD and USF&G applications.

Coverage requested is primary, to be effective July 1, 1991
(Primary, Excess, Contributory) (Month, Day, Year)

at 12:01 A.M..

1. RATING DATA FOR EMPLOYEE DISHONESTY - BLANKET:

~~Supplemental Rating~~: Employees 48; Ratable Employees 6.5

a. "Ratable Employees" consist of:

Total Number:

☒ All officers:

1

☒ All employees (including entities construed to be employees by endorsement, other than agents and partners) who handle, have custody, or maintain records of money, securities or other property, including, in any event, those holding any position listed in the classification tables; plus

5

☒ One percent of "all other employees."

0.5

~~SUPPLEMENTAL CLASSIFICATION OF EMPLOYEES~~ (Insert number of people occupying the positions indicated.)

Administrators and Asst. Administrators	<u>5</u>	Credit Clerks	<u> </u>
Assistant Accountants	<u>1</u>	Food Checkers and Inspectors	<u> </u>
Assistant Auditors	<u> </u>	Head Pharmacists	<u> </u>
Assistant Buyers	<u> </u>	Instructors, having custody of money or securities	<u> </u>
Assistant Cashiers	<u> </u>	Janitors	<u> </u>
Assistant Maitre d's	<u> </u>	Ledger Keepers	<u> </u>
Assistant Managers	<u> </u>	Locker Room Attendants	<u> </u>
Assistant Paymasters	<u> </u>	Medical Directors	<u> </u>
Assistant Purchasing Agents	<u> </u>	Professors, having custody of money or securities	<u> </u>
Assistant Sales Managers	<u> </u>	Storekeepers	<u> </u>
Assistant Superintendents	<u> </u>	Storeroom Personnel	<u> </u>
Assistant Timekeepers	<u> </u>	Supervisors and Ass't. Supervisors	<u> </u>
Bus Drivers	<u> </u>	Wine Cellar Personnel	<u> </u>
Clerks acting as Appraisers	<u> </u>	Wine Stewards	<u> </u>
Collectors	<u> </u>		

b. Complete the following if you desire coverage on any of your appointed or elected agents, including brokers or other independent contractors, whether they be persons, partnerships, or corporations performing any act or service in connection with the ordinary conduct of your business.

Capacity

Limit of Insurance

\$

c. Complete the following if you desire coverage on any of your partners:

Name(s)

USF&G[®]
INSURANCE

d. Complete the following if excess Employee Dishonesty Coverage for specified employees is desired:

Name Schedule Coverage		Position Schedule Coverage			Excess Limit of Insurance Each Employee
Names of Covered Employees		Titles of Covered Positions	Location of Covered Positions (City, State)	No. of Employees in Each Position	
					\$

e. Complete the following if you desire blanket excess limits of insurance on any of your Joint Insureds or on any Employee performing the duties of a position shown below:

Blanket Excess Limit of Insurance \$	Joint Insured	Position
--	---------------	----------

f. Deductibles:

- (1) If a deductible is desired on all employees in all positions, show amount \$ 50,000
- (2) Complete the following if a deductible is desired only on employees in specified positions \$ _____

No. of Employees	Position	No. of Employees	Position
---------------------	----------	---------------------	----------

2. EMPLOYEE WELFARE AND PENSION BENEFIT PLANS TO BE COVERED:

a. Exact legal title(s):

b. Name(s) of Independent Administrator(s):

Agency:

FIDELITY/FORGERY SUPPLEMENT

Name of Applicant: Brohm Mining Corp.

The information in this supplement and the appropriate Coverage Form supplement(s) are required in addition to the information provided by the ACORD applications.

1. DESCRIPTION OF YOUR ORGANIZATION:

a. Classify your predominant activity:

☐ Manufacturer ☐ Processor ☐ Distributor ☐ Retailer ☐ Servicer ☒ Other (explain):

Mining

☒ Describe the products/services of your predominant business or activity: mining and producing gold
and other precious metals

☒ Date business established: January 1, 1987

☒ Has there been any change in ownership or management within the past three years? ☐ Yes ☒ No

If yes, explain: _____

☒ Does any owner, officer, or employee own more than ten percent interest in the organization? ☐ Yes ☒ No

If yes, state the names, positions, and percent of interests for each: _____

☒ Are any owners active in the operation of the organization? ☐ Yes ☒ No

☒ Is there likely to be a substantial increase in the number of Employees during the premium period by reason of:

(1) Seasonal activity or other circumstances peculiar to your business? ☐ Yes ☒ No

(2) Expansion of your business? ☐ Yes ☒ No

2. AUDIT PROCEDURES OF YOUR ORGANIZATION:

☒ Is an outside audit conducted? ☒ Yes ☐ No If no, explain: _____

☒ Are all premises audited? ☒ Yes ☐ No

☒ Are audits done in accordance with generally accepted auditing standards and so certified? ☒ Yes ☐ No

If no, explain the scope of the audit: _____

☒ Name and mailing address of the person and/or firm doing the audit: Ernst & Young, ARCO-Marriott
Tower, 707 17th Street, Suite 3800, Denver, Colorado 80202

☒ Date last audit was completed for: Cash and Accounts - February 1991 Inventory - February 1991

3. INTERNAL CONTROLS (OTHER THAN AUDIT PROCEDURES):

☒ How often are the bank accounts reconciled? Monthly

USF&G®
INSURANCE

☒ If countersignature of checks is not required, use a separate sheet of paper to outline all procedures that you use to prevent unauthorized issuance of checks.

☒ Are securities subject to joint control of two or more responsible employees? **Not Applicable** ☐ Yes ☐ No

☒ Do outside employees collect? ☐ Yes ☒ No If yes, what is the daily amount collected and how many locations? _____

☒ Are order blanks, receipts, invoices, etc. prenumbered and accounted for? **Not applicable** ☐ Yes ☐ No

☒ Are customers' accounts billed monthly by mail? **We have no customer accounts.** ☐ Yes ☐ No

☒ If computers are used:

(1) Does the organization have in-house programmers? ☐ Yes ☒ No

(2) Is the programmer permitted to operate the machine with his programs? **Not Applicable** ☐ Yes ☐ No

(3) Is computer check-writing separate from check authorizing? ☒ Yes ☐ No

(4) Are computer operators rotated periodically? ☐ Yes ☒ No

☒ Will you arrange to have new Employees complete personal applications supplied by the Underwriter including therein a record of previous employment? ☒ Yes ☐ No

☒ Will you contact former employers of new employees to confirm satisfactory past employment record? ☒ Yes ☐ No

4. **LOSS HISTORY:** List all losses sustained during the past three (3) years from the date of this application, whether or not your organization was insured. Give the date loss was discovered. ☒ Check if none.

Date Discovered	Type	Amount	Employee's Position	Location	Describe corrective measures that you took. (Other than employee discharge)
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5. **PRIOR FIDELITY/FORGERY COVERAGE TO BE SUPERSEDED:** ☐ None

Form of Bond or Policy	Effective Date	Amount	Name of Insuring Company
Cov. Form A&B	7/1/90	\$50,000	U.S.F.&G.

6. The present officers, employees, agents, and partners of the Insured, have to the best of the Insured's knowledge and belief, while in the service of the Insured always performed their respective duties honestly. There has never come to its notice or knowledge any information which in the judgment of the Insured indicated that any of the said officers, employees, agents and partners are dishonest. Such knowledge as any official or officer signing for the Insured may now have in respect to his or her own personal acts or conduct, unknown to the Insured is not imputable to the Insured.

Dated at Brohm Mining Corp, Deadwood, SD this 21 day of May, 19 91
Brohm Mining Corp By [Signature]
(Insured) (Name and Title)

James Barron, General Manager

Agency: **Coburn Insurance Co.**

FORGERY SUPPLEMENT

Name of Applicant: Brohm Mining Corp.

The information in this supplement is required in addition to the information provided by the ACORD and USF&G applications.

Coverage requested is primary , to be effective July 1, 1991
(Primary, Excess, Contributory) (Month, Day, Year)
at 12:01 A.M..

RATING DATA FOR FORGERY OR ALTERATION:

1. Total number of ratable employees 6.5 (Same as Item 1, Form CL/CR 16 02)

2. Additional number of locations, if applicable: 0

3. Complete the following for coverage desired:

No. of Cardholders

Limit of Insurance

a. Credit, debit, or charge card coverage: (check one)

Under Coverage Form B, covered instruments:

☒ include; ☐ are limited to: credit, debit, or charge cards
issued to you or to any employee for business purposes.

0

\$ 0

b. Warehouse receipts and withdrawal: (Check one)

Under Coverage Form B, Covered instruments:

☒ include; ☐ are limited to: warehouse receipts and
withdrawal orders.

\$ 50,000.00

c. Personal accounts of your officers or partners:

Name

Limit of Insurance

Name

Limit of Insurance

4. Deductibles:

Show amount if a deductible is desired: \$ 500

Agency:

USF&G[®]
INSURANCE



DRIVER INFORMATION

To be completed by Branch Office, Agent or Broker.

INSURED Brohm Mining Corp.

ADDRESS P.O. Box 485 Deadwood, SD 57732

POLICY NUMBER IMP11050042300

EFFECTIVE DATE 7/1/91

BRANCH OFFICE Minneapolis

AGENT OR BROKER AND ADDRESS Coburn Insurance Agency P.O. Box 507 Deadwood, SD 57732

To be completed by Insured for all drivers of insured vehicles.

YES NO



Complete for all regular drivers.

NAME - ADDRESS	DATE OF BIRTH	DRIVER'S LICENSE NUMBER	STATE	DATE HIRED
Myron Anderson RR2, Box 182 A, Whitewood, SD	09-09-57	040387 30957	SD	04-01-90
William C. Atkinson PO Box 665, Grandview Dr 312, Lead, SD	11-25-59	586811 21159	SD	04-05-90
Larry H. Bakke 808 E. Hudson Circle, Spearfish, SD	04-27-64	504-92-0941	SD	07-19-88
James Barron 315 Polley Drive, Spearfish, SD	11-05-50	366271 51150	SD	07-13-87
Tony L. Bicek 146 Upper Valley, Spearfish, SD	09-07-65	145793 60965	SD	07-11-88
Neil J. Brand P.O. Box 500, Lead, SD	10-22-63	601342 91063	SD	08-22-88
Jody A. Cerkoney 412 Mine Street, Lead, SD	12-15-71	503-92-2312	SD	10-22-90
Mark E. Chaplin 1820 Fulton Street, Sturgis, SD	10-08-57	550121 81057	SD	05-14-90
Todd J. Christopherson 740 W. Jackson	11-06-64	504-94-0326	SD	08-22-88
Tom E. Clausen HC 55, Box 875, Boulder Cyn, Sturgis SD	12-16-48	438605 81248	SD	07-12-88
Virginia H. Comfort 211 South Main, Lead, SD	02-24-43	47632 80243	SD	03-26-90
Allen D. Dalton 116 Galena, Lead, SD	10-27-55	483-72-1429	SD	12-13-90
Richard M. Ferris 312 Main, Deadwood, SD	11-19-63	504-88-9755	SD	07-18-88
Troy Fierro RR 1, Box 7, St. Onge, SD	04-12-63	430699 90463	SD	07-18-88
William R. Fox 205 Irwin, Lead, SD	06-11-55	066058 90655	SD	05-15-89
Page 1 of 4				

For occasional drivers and family members who use autos please complete the reverse side.

DATE May 21, 1991

SIGNED

James Barron

General Manager

TITLE

DRIVER INFORMATION

To be completed by Branch Office, Agent or Broker.

INSURED Brohm Mining Corp.

ADDRESS P.O. Box 485 Deadwood, SD 57732

POLICY NUMBER 1MP11050042300

EFFECTIVE DATE 7/1/91

BRANCH OFFICE Minneapolis

AGENT OR BROKER AND ADDRESS Coburn Insurance Agency P.O. Box 507 Deadwood, SD 57732

To be completed by Insured for all drivers of insured vehicles.

YES

NO



Complete for all regular drivers.

NAME - ADDRESS	DATE OF BIRTH	DRIVER'S LICENSE NUMBER	STATE	DATE HIRED
Leslie J. Geffre 7 Mile High Drive, Deadwood, SD	06-14-49	503-56-5155	SD	03-19-90
Lee P. Gochnour 54 Pearson Drive, Spearfish, SD	09-15-58	J998633	CO	05-10-90
Mike Gollither RR 1, Box 238 1/2, Spearfish, SD	02-20-61	503-88-0233	SD	02-08-88
Peter L. Goodwin 238 Upper Valley, Spearfish, SD	03-25-51	503-64-8317	SD	10-19-87
Steve A. Gross 259 Evans Lane, Box 52, Spearfish, SD	09-18-62	521730 20962	SD	07-25-88
Elmer J. Haefs HC 73, Box 119, Deadwood, SD	01-11-66	47570 480169	SD	07-18-88
Jay M. Harrison 200 Charles #3, Deadwood, SD	12-13-66	503-98-8465	SD	12-13-90
Joyce A. Heinis 1244 Canyon, Spearfish, SD	02-22-48	117159 40248	SD	06-13-90
Dale L. Hochstetler HCR 73, Box 400, Deadwood, SD	08-24-54	434630 00854	SD	07-18-88
Lance Hubbard R 1, Box 77, Whitewood, SD	12-12-48	313699 11248	SD	08-05-87
Robin Larson HCR 73, Box 2224, Deadwood, SD	03-22-62	179281 10362	SD	09-18-89
Rod MacLeod 2202 Arroyo Drive, Rapid City, SD	02-15-55	190641 10255	SD	08-01-87
Robert B. Marquiss 930 8th Street, Spearfish, SD	07-21-51	156629 80751	SD	10-10-88
Micheal G. McFarland 912 Summit Street, Belle Fourche, SD	10-04-53	154014 51053	SD	10-10-88
Stan Michals 3107 Pine Tree Trail	03-25-58	587197 50358	SD	07-18-88
Page 2 of 4				

For occasional drivers and family members who use autos please complete the reverse side.

DATE May 21, 1991

SIGNED

James Barron
General Manager

TITLE



DRIVER INFORMATION

To be completed by Branch Office, Agent or Broker.

INSURED Brohm Mining Corp.

ADDRESS P.O. Box 485 Deadwood, SD 57732

POLICY NUMBER 1MP11050042300

EFFECTIVE DATE 7/1/91

BRANCH OFFICE Minneapolis

AGENT OR BROKER AND ADDRESS Coburn Insurance Agency P.O. Box 507 Deadwood, SD 57732

To be completed by Insured for all drivers of insured vehicles.

YES

NO



Complete for all regular drivers.

NAME - ADDRESS	DATE OF BIRTH	DRIVER'S LICENSE NUMBER	STATE	DATE HIRED
Victor J. Miller 576 Mountain View Drive, Spearfish, SD	07-21-51	523-72-3308	MT	03-19-90
William Moths 18 Nickel Place, Spearfish, SD	11-04-55	516-68-4322	SD	09-06-88
Dwain Nell 913 W. Addie, Lead, SD	10-09-53	107398 01053	SD	01-23-90
Michael Perovanovic 1750 College Lane, #12	07-09-54	306208 00754	SD	08-22-88
Kevin L. Peyton HCR 73, Box 1610, Deadwood, SD	09-20-68	504-04-2785	SD	02-18-91
Martin Pittman RR 1, Box 71, Whitewood, SD	07-12-52	504-70-0651	SD	07-11-88
Rick E. Richardson HCR 76, Box 100, Nisland, SD	07-08-59	504-86-5866	SD	08-24-90
Sandor Ringhoffer P.O. Box 752, Lead, SD	07-19-63	523-98-2823	SD	12-01-90
John Roggenbuck P.O. Box 745, Lead, SD	02-21-41	458046 30241	SD	07-18-88
Lauren B. Ross P.O. Box 786, Sturgis, SD	01-07-48	112982 40148	SD	04-04-88
David Schulz HC 37, Box 612	09-28-59	503-90-5603	SD	01-04-91
David M. Sherman 116 Forest Avenue, Lead, SD	06-27-66	504-96-9345	SD	11-27-90
Marty G. Talley 1932 Pine Street, Sturgis, SD	02-01-63	503-86-5063	SD	12-18-89
Scott A. Telkamp 107 S. Avenue, Sturgis, SD	07-28-59	504-78-0304	SD	10-10-88
James Thompson 924 32nd Street, Spearfish, SD	11-05-55	569-13-1058	SD	04-18-88
Page 3 of 4				

For occasional drivers and family members who use autos please complete the reverse side.

DATE May 21, 1991

SIGNED

James Barron

TITLE

General Manager

Recommended Adjustments to Contractor's Equipment List for 1991

Delete:

150HP Cycle-Term Portable Boiler, #9374	\$ 25,000.00
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Add:

1 7,000 Gallon Hydrogen Peroxide Tank	
Loss Payee: Van Waters & Rogers, Portland, Oregon	\$ 34,000.00
1 Pro-Chopper-Chopping and Mulching Machine	3,400.00
1 Drill Rig-1960 International 3 Ton Truck w/H.D.Bed	
1963 Driling Rig w/sampling units	\$ 23,000.00

BROHM MINING CORP.
CONTRACTOR'S EQUIPMENT
APRIL 1991

	20,000
Miscellaneous Tools (max of \$5,000 on any one item)	10,000
1988 JCV 525 Loadall Forklift-loader, #276014	37,950
150HP Cycle-Therm Portable Boiler, #9374 *	25,000
TOTAL OF INSURANCE	72,950

* Loss Payee -
Colorado Boiler, Welding & Manufacturing Co.
1963 Chestnut Place
Denver, CO 80202

Adjustments to Vehicle List for 1991

Delete:

1990 Olds Cutless-Serial #6962

\$13,700

(This leased vehicle will be sold or returned
to the dealer in June or July)

BROHM MINING CORP.
VEHICLE LIST
APRIL 1991

	<u>DESCRIPTION</u>	<u>SERIAL#</u>	<u>COST NEW</u>
1.	1979 CHEVY PICKUP	6100	\$13,000
2.	1986 CHEVY BLAZER	2108	15,000
3.	1987 CHEVY PICKUP	0596	12,000
4.	1987 CHEVY PICKUP	1066	12,000
5.	1987 CHEVY BLAZER	2922	16,380
6.	1988 CHEVY PICKUP (FLEETSIDE)	2910	16,142
7.	1987 CHEVY PICKUP	0141	14,000
8.	1987 CHEVY PICKUP	4091	13,300
9.	1987 CHEVY BLAZER	2454	19,900
10.	1987 FORD PICKUP	0998	15,274
11.	1988 CHEVY PICKUP	1504 *	14,000
12.	1988 CHEVY PICKUP	4697 *	14,000
13.	1988 CHEVY PICKUP	7504 *	16,000
14.	1988 CHEVY PICKUP	2595 *	17,000
15.	1987 FORD VAN	9963	16,000
16.	1989 FORD TAURUS	2537 **	15,000
17.	1987 FORD PICKUP	6500 **	12,000
18.	1990 OLDS CUTLASS	6962 ***	13,700

* LEASED - BECK'S CHEVROLET
541 MAIN STREET
DEADWOOD, SD 57732

** LEASED - DEADWOOD AUTO LEASING
P.O. BOX 406
DEADWOOD, SD 57732

*** LEASED - GMAC
C/O PDP SERVICES
7TH FLOOR, EXECUTIVE PLAZA
HUNT VALLEY, MD 21031
(LOSS PAYEE & ADD'L INSURED)

STATEMENT OF VALUES

Insured Brohm Mining Corp.Headquarters Address P.O. Box 485
Deadwood, SD 57732Form of Coverage: ☐ Actual Cash Value applies to Items _____
☒ Replacement Cost applies to Items All

Indicate Form Numbers to which these rates are to apply: _____

(Attach Forms and Endorsements which require completion to indicate specific information)

Coinsurance ☒ 90%☐ 100%Blanket Rate Effective 7/1/91

Causes of Loss for which rates are requested:

☐ Basic☐ Earthquake☐ Broad☐ Other _____
(specify)☒ Special

State exact wording of the coverage as it will appear on the policy

INSURED

(Optional with Company)

All values submitted are correct to the best of my
knowledge and belief.

Signed _____

Title _____

Date _____

COMPANY, AGENT or BROKER

Statement of Values submitted by:

Name Coburn Insurance AgencyPerson to Contact Kevin CummingsStreet P.O. Box 507City Deadwood State SD ZIP 57732

For INSURANCE SERVICES OFFICE use only

Basic Group I _____ Basic Group II _____ Other _____

TO BE COMPLETED BY COMPANY, AGENT OR BROKER					Average Rate Calculation — for INSURANCE SERVICES OFFICE use											
Item No.	Description, Location and Occupancy of Property Covered	Cover-age*	Values	Rate Pub. No.	Basic Group I		Basic Group II		Broad		Special		Earthquake		Other	
					Rate	Premium	Rate	Premium	Rate	Premium	Rate	Premium	Rate	Premium	Rate	Premium
1	Fire water storage tank & pump system	B	318,000													
2	Elec. power dist. system/control building	PPI	210,000													
3	Emergency power dist. system	PPI	65,000													
4	Plant Bldg. (incl. site prep) (Butler, steel on steel)	B	1,264,000													
		BUSI	1,551,000													
5	Merill Crowe circuit-precipit system (inside) tank, piping, steel decavation tower (inside)	PPI	523,000													
6	Refinery area-electric induction furnace, slag crushers, electrostatic per-cipitation dust collection system	PPI	193,000													
7	Retort (steel box w/chambers)	PPI	86,000													
8	Plant aux. service pipe	PPI	13,000													
9	Fresh water system (tank, 2 pumps & piping below surface)	PPI	163,000													
10	Crusher bldg. (10X10 Butler bldg)	B	6,300													
		PPI	196,000													
		BUSI	403,000													
AVERAGE RATES EFFECTIVE _____					BASIC GROUP I _____		BASIC GROUP II _____		BROAD _____		SPECIAL _____		EARTH-QUAKE _____		OTHER _____	

* B = Building S = "Stock" YBPP = Your Business Personal Property PPO = Personal Property of Others Other — Specify Above

Page 2 of 3

NOTES

1. The Company, Agent or Broker must complete page 1 and page 2, where indicated, to obtain a blanket average rate. Do not complete the value column if blanket average rate desired for Business Income Coverage Form CP 00 30 or Extra Expense Coverage Form CP 00 50.
2. When separate blanket average rates are desired, such as Buildings only or Personal Property only, submit a separate Statement of Values for each blanket average rate.
3. Values must be rounded to the nearest dollar.
4. Round the premium, per item on the average rate, for each cause of loss, coverage and exposure to the nearest whole dollar.
5. Minimum coinsurance for a blanket average rate is 90%.
6. The Company may require this Statement of Values to be signed by the Insured, or in the case of firms by a partner or an officer.
7. A blanket average rate expires one year from its effective date or when new class or specific rates are applicable, whichever occurs first.
8. This Statement of Values form or its equivalent must be filed annually.
9. A new blanket average rate may be requested if the conditions upon which the average rate is based have materially changed.
10. Attach Class Rate Information Form or equivalent information for all "class rated" property included in the blanket average rate.